

**CONTRACT**  
**FOR**  
**MOBILE COMMUNICATION SERVICES**  
**CONTRACT NO: DMS-19/20-006A**  
**BETWEEN**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**AT&T CORP.**

# CONTRACT

## Table of Contents:

|                                                                                                                      |    |
|----------------------------------------------------------------------------------------------------------------------|----|
| SECTION 1. CONTRACT TERM AND TERMINATION.....                                                                        | 3  |
| SECTION 2. CONTRACT DOCUMENTS AND HIERACHY .....                                                                     | 4  |
| SECTION 3. PAYMENT AND FEES .....                                                                                    | 5  |
| SECTION 4. CONTRACT ADMINISTRATION .....                                                                             | 7  |
| SECTION 5. CONTRACT MANAGEMENT .....                                                                                 | 9  |
| SECTION 6. COMPLIANCE WITH LAWS.....                                                                                 | 10 |
| SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE,<br>INDEMNIFICATION, AND LIMITATION OF LIABILITY ..... | 12 |
| SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND<br>INTELLECTUAL PROPERTY .....                    | 14 |
| SECTION 9. DATA SECURITY REQUIREMENTS .....                                                                          | 15 |
| SECTION 10. GRATUITIES AND LOBBYING .....                                                                            | 18 |
| SECTION 11. CONTRACT MONITORING .....                                                                                | 18 |
| SECTION 12. CONTRACT AUDITS .....                                                                                    | 20 |
| SECTION 13. BACKGROUND SCREENING AND SECURITY.....                                                                   | 21 |
| SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY .....                                                                 | 23 |
| SECTION 15. LICENSING .....                                                                                          | 24 |
| SECTION 16. PERFORMANCE BOND .....                                                                                   | 24 |
| SECTION 17. CUSTOMER OF RECORD.....                                                                                  | 25 |
| SECTION 18. SPECIFIC APPROPRIATION.....                                                                              | 25 |
| SECTION 19. MISCELLANEOUS .....                                                                                      | 25 |

## Exhibits:

Attachment A – Definitions and Acronyms;

Attachment B – Final Statement of Work:

Exhibit 1 to Attachment B – Public Safety Additional Response

Attachment C – Final Service Level Agreements;

Attachment D – Contractor's Pricing, including:

Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing

Exhibit 2 to Attachment D – Vendor's Device List

Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006

Attachment F – ITN DMS-19/20-006

## **CONTRACT**

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida, with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and AT&T Corp. (Contractor) with offices at 208 South Akard Street, Dallas, TX 75202, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

### **SECTION 1. CONTRACT TERM AND TERMINATION**

#### **1.1 Initial Term**

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

#### **1.2 Renewal**

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

#### **1.3 Suspension of Work and Termination**

##### **1.3.1 Suspension of Work**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91<sup>st</sup> day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

### **1.3.2 Termination for Convenience**

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

### **1.3.3 Termination for Cause**

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

### **1.3.4 Termination Assistance**

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

## **SECTION 2. CONTRACT DOCUMENTS AND HIERACHY**

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work:
  - a. Exhibit 1 to Attachment B – Public Safety Additional Response
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
  - a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
  - b. Exhibit 2 – Vendor's Device List
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.



## **SECTION 3. PAYMENT AND FEES**

### **3.1 Price Adjustments**

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

### **3.2 Price Decreases**

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

#### **3.2.1 Volume Discounts**

Contractor may offer additional discounts for one-time delivery of large single orders.

#### **3.2.2 Competitive Pricing**

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

#### **3.2.3 Sales Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

### **3.3 Purchase Orders and Communication Service Authorizations**

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

### **3.4 Payment Invoicing**

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

### **3.5 Travel**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

### **3.6 Annual Appropriation**

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### **3.7 MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

### **3.8 Taxes**

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

### **3.9 Return of Funds**

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT ADMINISTRATION**

### **4.1 Department's Contract Administrator**

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Tallahassee, FL 32399  
Telephone: (850) 410-1423  
Email: [Caitlen.Boles@dms.fl.gov](mailto:Caitlen.Boles@dms.fl.gov)

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

### **4.2 Department's Contract Manager**

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Tallahassee, FL 32399  
Telephone: (850) 921-0857  
Email: [jonathan.rakestraw@dms.fl.gov](mailto:jonathan.rakestraw@dms.fl.gov)

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

#### **4.3 Department's Product Manager**

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Tallahassee, FL 32399  
Telephone: (850) 413-0319  
Email: [raghib.qureshi@dms.fl.gov](mailto:raghib.qureshi@dms.fl.gov)

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

#### **4.4 Contractor's Contract Manager**

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Linda Cottingham  
AT&T Corp.  
5737 Gibson Place, Granite Bay, CA 95746  
Telephone: (916) 740-4498  
Email: [lc4267@att.com](mailto:lc4267@att.com)

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

#### **4.5 Contractor's Account Manager**

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

James Gwynn  
AT&T Corp.  
1820 E Park Avenue, Suite 200, Tallahassee, FL 32301  
Telephone: (850) 228-3565  
Email: [jg123r@att.com](mailto:jg123r@att.com)

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

## **SECTION 5. CONTRACT MANAGEMENT**

### **5.1 Notices**

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

### **5.2 Change Request**

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EURLs) and Vendor's Device List, and do not require an amendment or change request.

### **5.3 Diversity Reporting**

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

### **5.4 Designated Centralized Nonprofit Agency**

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

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 centralized nonprofit agency and the commodities or contractual services it offers is available at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/\(contractType\)/4577](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577).

## **5.5 PRIDE**

Subject to the agency determination and to the extent applicable as provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

## **SECTION 6. COMPLIANCE WITH LAWS**

### **6.1 Conduct of Business**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality 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. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

### **6.2 Dispute Resolution, Governing Law, and Venue**

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy

is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

### **6.3 Department of State, Registration**

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

### **6.4 Suspended, Convicted, and Discriminatory Vendor Lists**

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

### **6.5 Scrutinized Companies—Termination by the Department**

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision in *Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11<sup>th</sup> Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11<sup>th</sup> Cir. Fla. 2013) is overturned.

### **6.6 Cooperation with Inspector General**

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the

suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

#### **6.7 E-Verify**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the DMS Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

### **SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY**

#### **7.1 Workers' Compensation Insurance**

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

#### **7.2 General Liability Insurance**

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.



### **7.3 Indemnification**

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

### **7.4 Limitation of Liability**

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contract for direct damages shall be limited to the greater of \$100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost 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 limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

## **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY**

### **8.1 Public Records**

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

### **8.2 Protection of Trade Secrets or Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under

Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

### **8.3 Document Management and Record Retention**

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

### **8.4 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 Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

## **SECTION 9. DATA SECURITY REQUIREMENTS**

### **9.1 Duty to Secure State Data**

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The

State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

## **9.2 State Data Access**

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information

required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of \$5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

### **9.3 Violations of Data Security Requirements**

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

### **9.4 Notification Requirements**

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's

Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

#### **9.5 Other Indemnifications and Credit Monitoring**

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

### **SECTION 10. GRATUITIES AND LOBBYING**

#### **10.1 Gratuities**

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

#### **10.2 Lobbying**

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

### **SECTION 11. CONTRACT MONITORING**

#### **11.1 Performance Standards**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

### **11.2 Performance Deficiencies and Service Level Agreements**

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

### **11.3 Timely Performance**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

#### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay**

The Contractor will 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 suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business 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) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or 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 will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, 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 commodity or contractual services 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.

### **SECTION 12. CONTRACT AUDITS**

#### **12.1 Performance or Compliance Audits**

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the audit, including the timeframe, location, and other terms and conditions, which may include the entity that may conduct the audit on behalf of the Department and the handling and security of the Contractor's confidential documents, before work to satisfy the audit is commenced. For the avoidance of doubt, this section does not apply to any audits conducted by the Inspector General (see Section 6.6, Cooperation with Inspector General, of the Contract), the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

#### **12.2 Payment Audit**

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting



documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

### **12.3 Document Inspection**

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY**

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

### **13.1 Background Screening**

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The

Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

### **13.2 Disqualifying Offenses**

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

#### **13.2.1 Refresh Screening**

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

#### **13.2.2 Self-Disclosure**

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess

whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

### **13.3 Department's Ability to Audit Screening Compliance and Inspect Locations**

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

## **SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY**

### **14.1 Public Statements**

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and

2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

#### **14.2 Confidential Information**

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 15. LICENSING**

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

### **SECTION 16. PERFORMANCE BOND**

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of \$500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.

2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

## **SECTION 17. CUSTOMER OF RECORD**

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

## **SECTION 18. SPECIFIC APPROPRIATION**

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)  
2845 SPECIAL CATEGORIES  
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING  
CAPITAL TRUST FUND

## **SECTION 19. MISCELLANEOUS**

### **19.1 Warranty of Contractor's Ability to Perform**

The Contractor 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 the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

#### **19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors**

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

#### **19.3 Assignment**

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

#### **19.4 Independent Contractor**

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

#### **19.5 Risk of Loss**

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

**19.6 Safety Standards**

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

**19.7 Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**19.8 Time is of the Essence**

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**19.9 Waiver**

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**19.10 Modification and Severability**

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

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

**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**



**J. Todd Inman, Secretary**

8/4/2021

**Date**

**AT&T CORP.**



**Signature**

Linda J Cottngnam

**Print Name and Title**

Sr. Contract Manager

**Date**



**Contract No.: DMS-19/20-006A**  
**Attachment A – Definitions and Acronyms**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

|               |                                                                                                                                                                                                                                                                                                                      |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access        | When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.                   |
| Business Days | Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.                                                                                                                                                                                   |
| Contractor    | The Responsive and Responsible Respondent awarded this Contract pursuant to ITN No. DMS-19/20-006. This definition supersedes the definition in section 287.012(7), F.S.                                                                                                                                             |
| CPNI          | Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.                                                                                                                                                                                               |
| CRR           | Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.                                                                                                                                                                                                                      |
| CSAB          | Communications Service Authorization and Billing system.<br><a href="https://portal.suncom.myflorida.com/start/#/login">https://portal.suncom.myflorida.com/start/#/login</a>                                                                                                                                        |
| Customers     | The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.                                                                                    |
| End-user      | The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.                                                                                                                                                                            |
| EUPL          | End User Price List                                                                                                                                                                                                                                                                                                  |
| HA/HR         | Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.                                                  |
| IP            | Internet Protocol                                                                                                                                                                                                                                                                                                    |
| IPsec         | An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration. |

**Contract No.: DMS-19/20-006A**  
**Attachment A – Definitions and Acronyms**

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IPsec Tunnel     | Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.                                                                                                                                                                                                                                                  |
| MFN              | MyFloridaNet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| OEU              | Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations. |
| Person           | When capitalized in Sections 9 and 13 of the Final Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.                                                                                                                                                                                                                             |
| Reply            | A formal response to ITN No. DMS-19/20-006.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Respondent       | An entity that submitted a Reply to ITN No. DMS-19/20-006.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SLA              | Service Level Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| SLA Clock        | Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SNMP             | Simple Network Management Protocol                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| State            | The State of Florida                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| State Data       | All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.                                                                                                                                                                                                                                                                                                             |
| Subcontractor    | A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| VPN Concentrator | Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| VRF              | Virtual Routing and Forwarding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| WDS              | Wireless Data Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| WVS              | Wireless Voice Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

---

# REDACTED AT&T Best and Final Offer

**ATTACHMENT A – STATEMENT OF WORK**

**FOR**

**MOBILE COMMUNICATION SERVICES**

**ITN NO: DMS-19/20-006**

**INVITATION TO NEGOTIATE**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

ITN No.: DMS-19/20-006  
Attachment A: Statement of Work

Page **1** of **100**  
Mobile Communication Services



**AT&T Response to The State of Florida Department of Management  
Services’ ITN NO: DMS-19/20-006 for Mobile  
Communication Services**

## Contents

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| ATTACHMENT A – STATEMENT OF WORK FOR .....                            | 1  |
| 1. Statement of Work Introduction .....                               | 6  |
| 1.1 Mobile Communication Services Portfolio .....                     | 6  |
| 1.2 MCS Objectives .....                                              | 7  |
| 1.3 MyFloridaNet .....                                                | 7  |
| 1.4 End User Price Lists and Vendor’s DeviceList .....                | 7  |
| 1.5 Evolving Technology .....                                         | 12 |
| 2.1 Staffing Responsibilities .....                                   | 16 |
| 2.3 Key Staff Position - ProjectManager .....                         | 24 |
| 2.4 Key Staff Position - Business Operations Manager .....            | 25 |
| 2.5 Key Staff Position - Engineering and Design Manager .....         | 25 |
| 2.6 Key Staff Position - Operations and Security Manager .....        | 26 |
| 2.7 Customer Support Team .....                                       | 27 |
| 3. Services and Devices for Mobile Communication Services .....       | 27 |
| 3.1 Wireless Voice Services .....                                     | 27 |
| 3.2 Wireless Data Service .....                                       | 28 |
| 3.3 Wireless Data Service - IP Addresses .....                        | 28 |
| 3.4 Wireless Data Service – Access Circuit .....                      | 29 |
| 3.5 Wireless Data Service - Closed UserGroups .....                   | 30 |
| 3.6 Wireless Data Service – Network-to-Network Interface Design ..... | 31 |
| 3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet .....    | 40 |
| 3.8 Wireless Data Service – Traffic Directly to the Internet .....    | 41 |
| 3.9 Wireless Data Service - Test Plan .....                           | 43 |
| 3.10 State of Florida Coverage .....                                  | 43 |
| 3.11 Roaming .....                                                    | 47 |
| 3.12 Security .....                                                   | 47 |
| 3.13 Reviews of the Contractor’sService .....                         | 49 |
| 3.14 Emergency Services .....                                         | 50 |
| 3.14.1 911/E911 .....                                                 | 51 |



Contract No. DMS-19/20-006A  
Attachment B - Final Statement of Work  
**AT&T Response to The State of Florida Department of Management Services'**  
**ITN NO: DMS-19/20-006 for Mobile Communication Services**

---

|        |                                                                                      |    |
|--------|--------------------------------------------------------------------------------------|----|
| 3.14.2 | Department of Homeland Security Programs .....                                       | 51 |
| 3.14.3 | Emergency Support Function 2 .....                                                   | 51 |
| 3.15   | Contractor's Service Delivery Costs .....                                            | 52 |
| 3.16   | Highly Available and Highly Reliable Design Characteristics .....                    | 52 |
| 3.17   | Reports, Updates, and Notifications Requirements .....                               | 54 |
| 3.18   | Service Level Agreement Operational Process .....                                    | 55 |
| 3.18.1 | General SLA Requirements .....                                                       | 55 |
| 3.18.2 | Reporting and Review .....                                                           | 55 |
| 3.18.3 | SLA Holds .....                                                                      | 55 |
| 3.18.4 | Contractor SLA Accountability .....                                                  | 56 |
| 3.18.5 | Compliance Report .....                                                              | 56 |
| 3.19   | Customer Support .....                                                               | 57 |
| 3.20   | Contractor's MCS Portal .....                                                        | 59 |
| 3.21   | Devices .....                                                                        | 60 |
| 3.22   | Cooperation with Other Contractors .....                                             | 62 |
| 3.23   | Customer Migration .....                                                             | 63 |
| 3.24   | Transition for Future Iterations of this Service .....                               | 64 |
| 3.25   | Contractor Meetings with DMS .....                                                   | 67 |
| 3.25.1 | Weekly Conference Call .....                                                         | 67 |
| 3.25.2 | Monthly Operational Meetings .....                                                   | 67 |
| 3.25.3 | Project Management Monthly Review Meetings .....                                     | 67 |
| 3.25.4 | Project Implementation Phase – Project Kickoff Meeting .....                         | 68 |
| 3.26   | Project Management .....                                                             | 68 |
| 3.26.1 | Project Management - Project Management Plan and Disaster Recovery Plan .....        | 68 |
| 3.26.2 | Project Management - Implementation Phase .....                                      | 69 |
| 3.26.3 | Project Management - Guides .....                                                    | 70 |
| 3.26.4 | Project Management Closure .....                                                     | 70 |
| 3.26.5 | Project Management - Implementation Plan and Customer Specific Migration Plans ..... | 70 |
| 3.27   | Project Management - Services Infrastructure Checklist .....                         | 72 |
| 4.     | Public Safety Service Plans and Devices .....                                        | 75 |
| 4.1    | Deployable Technologies .....                                                        | 75 |
| 4.2    | Local Control .....                                                                  | 76 |
| 4.3    | Local control portal .....                                                           | 77 |
| 4.4    | Public Safety Standards .....                                                        | 77 |
| 4.5    | Demonstration Devices .....                                                          | 78 |



Contract No. DMS-19/20-006A  
Attachment B - Final Statement of Work  
**AT&T Response to The State of Florida Department of Management Services'**  
**ITN NO: DMS-19/20-006 for Mobile Communication Services**

---

|       |                                                                                   |    |
|-------|-----------------------------------------------------------------------------------|----|
| 4.6   | Public Safety Customer Support.....                                               | 78 |
| 4.7   | Public Safety Reporting .....                                                     | 79 |
| 4.8   | Public Safety Marketing.....                                                      | 79 |
| 5.    | Business Operations .....                                                         | 82 |
| 5.1   | General Description of the SUNCOM Business Model.....                             | 82 |
| 5.2   | Communications Service Authorization and Billing Transaction Flowchart.....       | 82 |
| 5.3   | Communications Service Authorization and Billing – Official Record.....           | 84 |
| 5.4   | Communications Service Authorization and Billing - Interface with Contractor..... | 84 |
| 5.4.1 | Batch Routines.....                                                               | 84 |
| 5.4.2 | Manual Review and Data Entry by Contractor Staff .....                            | 84 |
| 5.5   | Communications Service Authorization and Billing Service Catalog .....            | 85 |
| 5.6   | Taxes and Government Sanctioned Fees .....                                        | 85 |
| 5.7   | User Access Privileges for the Contractor.....                                    | 86 |
| 5.8   | Work Orders .....                                                                 | 86 |
| 5.9   | Inventory.....                                                                    | 87 |
| 5.10  | Invoicing Requirements.....                                                       | 87 |
| 5.11  | Electronic Substantiating Detail File .....                                       | 87 |
| 5.12  | Audit of Contractor Invoices .....                                                | 88 |
| 5.13  | Mandatory Interface with the Contractor .....                                     | 88 |
| 5.14  | Properly Authorized Work Orders .....                                             | 88 |
| 5.15  | General Billing Requirements.....                                                 | 88 |
| 5.16  | Billing Start.....                                                                | 88 |
| 6.    | Direct Ordering and Billing .....                                                 | 89 |
| 6.1   | Services and Devices Sold to Direct-Billed Customers .....                        | 89 |
| 6.2   | Cost Recovery Rate.....                                                           | 89 |
| 6.3   | Contract Association on Direct-Billed Accounts .....                              | 90 |
| 6.4   | Monthly Reporting of Direct-Billed Accounts.....                                  | 90 |
| 6.5   | Quarterly Reporting of Direct-Billed Accounts .....                               | 90 |
| 6.6   | Customers Liability.....                                                          | 91 |

## 1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as “Service Level Agreements” or “SLAs”) are specified on Attachment C – Service Level Agreements.

### 1.1 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).





No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 1.2 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 1.3 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:

[https://www.dms.myflorida.com/business\\_operations/telecommunications/suncom2/data\\_services/myfloridanet\\_2](https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2)

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

## 1.4 End User Price Lists and Vendor's DeviceList

This subsection applies to both WVS and WDS.

### 1.4.1 EUPL and Vendor's Device List

The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings.

The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile

broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices, and/or features provided at no cost should be identified as \$0.00. Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices. All devices shall include an AC charger at no additional cost, however additional or replacement AC chargers may be offered with a cost associated. Contractor's may offer a price discount if a chargeable device is sold without an AC charger included.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the EUPL is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1. Smartphones
  - a. Operating system, camera, removable memory (if available), hearing aid compatibility, mode, and other features.
  - b. At least one (1) unlocked iPhone and one (1) unlocked Android smartphone.
2. Air Cards, USBs, and hotspots
  - a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3. Tablets
  - a. Operating system, camera, removable memory (if available), and other features.
4. Basic Phones.
  - a. At least one (1) basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5. Accessories
  - a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6. Public Safety Wearables
  - a. Contractor's EUPL should state service prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The EUPL should include, as applicable, the following information for provided services and devices, at a minimum:

1. Non-pooled Plans
  - a. Pricing and details of all non-pooled plans, which may include:
    - i. Voice per minute rate plans: usage based, limited
    - ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
    - iii. Messaging plans: limited and unlimited
    - iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data
  - b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
  - c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.



- i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
- ii. Description of billing for calls directly dialing or receiving from the same carrier.
- iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
- iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

## 2. Pooled Plans

- a. Pricing and details of all pooled plans, which may include:
  - i. Description of tiers, including the number of minutes included in the plans.
- b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
- c. Describe:
  - i. how the minutes are aggregated and credits are applied;
  - ii. how a Customer can have more than one pool;
  - iii. rollover minutes;
  - iv. pool limitations, e.g., limits to the number of users; and
  - v. included features, such as call waiting.

## 3. Push-to-Talk

- a. Pricing and details of all push-to-talk plans, which may include:
  - i. Standalone push-to-talk and add-on push-to-talk plans.
  - ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
  - iii. Description of services included in the monthly recurring costs and included features
    1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
    2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
    3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

## 4. Machine-to-Machine

- a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
  - i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
- b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

- c. Description of services included in the monthly recurring costs and included features.
  - i. Detail how measured usage is billed.
  - ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
- 5. Discounts
  - a. All proposed discounts off accessories and devices.
  - b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
    - i. Describe any additional proposed discounts, such as 100% discount off activation fees.
    - ii. Specific pricing for devices should be listed in the Vendor's Device List.
- 6. Additional Features, Fees, and Other Items
  - a. The EUPL may describe and detail any additional offerings that are contemplated within the SOW.
    - i. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
    - ii. The EUPL may also include tiered pricing.
  - b. There will be no activation fees for services and devices purchased off the Contract.
  - c. There are no termination fees for services purchased off of the Contract.
  - d. Rate plans shall be month to month, unless otherwise agreed in writing by the DMS Contract Manager.
  - e. In the event that a rate plan includes a device subsidy and the Customer terminates services early, the Contractor may bill the Customer for the unpaid portion of the subsidized amount on the Customer's invoice. For example, a device is offered at discounted price if purchased with a twenty-four (24) month rate plan. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

#### 1.4.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

**Contractor-Requested Updates.** The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-



requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.



When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the combined pricing is competitive to market rates offered under state government contracts similar in size, scope and terms, specifically that it is equal to or less than combined pricing for similar offerings in the State of Texas, State of California, and State of New York and excluding rates for commercial contracts;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 1.5 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
  - a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.
  - b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

**AT&T Response:**

Please see the following response.

## Evolving Devices and Services

AT&T appreciates the Department's interest in obtaining up-to-date mobility devices and services as this mirrors our core business model. AT&T consistently brings the latest and greatest devices to not only the commercial market but will do this for the Department of Management Services as well. We do this on the current Mobility Communications Services contract and will continue to do so. AT&T regularly updates the device list and EUPL to ensure AT&T remains current on all options available to the State of Florida.

While AT&T is always ready to provide the best services and latest devices to the State of Florida, we will not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval nor offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

## Evolving Technologies and Infrastructure

AT&T is proud to have the nation's best and also fastest wireless network, as well as the largest network in North America. From 2017-2019, we invested nearly \$3.3 billion in our wireless and wireline networks in Florida to expand coverage and improve connectivity in more communities.

That figure includes investments of:

- More than \$1 billion in the Miami-Fort Lauderdale-West Palm Beach area
- More than \$425 million in the Orlando-Kissimmee-Sanford area
- Nearly \$200 million in the Tampa-St. Petersburg-Clearwater area
- Nearly \$300 million in the Jacksonville area

Network upgrades completed in these four markets in 2019 include:

- More than 1,800 capacity adds to cell sites to accommodate more network traffic
- 55 new cell sites
- Several Distributed Antenna System projects to boost indoor and outdoor coverage at key venues
- Deployment of small cells to densify our network and provide additional coverage

Our investment has increased reliability, coverage and overall performance for residents and businesses, which is essential for connecting our customers with family, friends and colleagues – no matter the distance. It's also improved critical communications services for Florida's first responders using the FirstNet network.

A combination of wireless voice and data technologies make up the ever-evolving AT&T Mobility Network. These technologies include:



- **Global System for Mobile Communication (GSM):** The world's most popular wireless digital technology, which is used by more than 2.2 billion people in over 219 countries and territories. GSM technology forms the foundation for all our network technologies and is generally used to provide wireless 'voice' calling services.
- **General Packet Radio Service (GPRS):** Available throughout our GSM network, including 274 million POPs (population), provides wireless 'data' services.
- **Universal Mobile Telecommunications System (UMTS):** Higher speed wireless data technology providing voice and enhanced data capability that includes broadband speed throughput with low latency. Coexists with GSM/GPRS/EDGE, provides wireless 'data' services.
- **High Speed Packet Access (HSPA):** High speed wireless data evolution ("Third Generation") of GSM/EDGE that shares a common core network infrastructure but provides additional throughput for bandwidth intensive wireless applications. As we enhance our network with newer technologies, we plan to decommission this network in 2022.
- **Long Term Evolution (LTE) and HSPA+ with enhanced backhaul:** 4G technologies, that offer download speeds of 5-12 Mbps, with significantly higher average speeds in many markets, and upload speeds in the 2-5 Mbps range, enable low latency data transmission and improve performance for downloading and transferring files and presentations, uploading and watching smooth streaming videos, running multiple mobile applications, and sharing data with co-workers and customers. The AT&T 4G LTE network now covers more than 400 million people and businesses in the U.S. and Mexico.
- **Voice Over Long Term Evolution (VoLTE) technology:** An all-Internet Protocol (IP) technology that supports voice calls over our LTE network. By using IP packets for all communications, VoLTE enables the ability to simultaneously talk and surf the Web at 4G LTE speeds. The next technology in the evolution will be LTE-Advanced which provides theoretical peak speeds of 1Gbps.
- **Low-Power Wide-Area (LPWA) technologies:** Both Narrow Band internet of Things (NB IoT) and LTE-M are variants of 4G technology designed for IoT. They enable the growing demand for machine-to-machine (M2M) communications by providing licensed spectrum, carrier-grade security, longer battery life, coverage extension, and lower costs than traditional cellular LTE connectivity. NB-IoT is ideally suited to meet basic data requirements, while LTE-M provides more robust capabilities including bandwidth for firmware and software updates, mobility and VoLTE (Voice over LTE) services.

## Building the Future of Wireless Connectivity, Today

5G is the future of wireless technology and is poised to jumpstart the next wave of unforeseen mobile innovation. Florida customers are already experiencing the power of 5G in cities like Tampa, Bradenton and Sarasota and we're committed to bringing next-generation 5G coverage to more communities across the state as we build toward nationwide coverage this year.



We deliver the 5G experience to both consumers and businesses by deploying two types of 5G technology:

- 5G over sub-6 spectrum is expected to enable faster responses over broader distances on new devices and is now available in nine Florida markets.
- 5G+ delivers ultra-fast speeds and response times, capable of 1+ Gbps, using 5G technology and new millimeter wave spectrum, unlocking unprecedented experiences in iconic destinations and key venues. It's ideal for businesses, universities, hospitals and sports venues and is currently deployed in parts of Miami, Miami Gardens, Orlando and Jacksonville.

In July 2020, we announced nationwide 5G coverage, reaching 395 markets and 205 million people. This network uses sub- 6 GHz spectrum bands and delivers even faster speeds than we're seeing on our enhanced 4G network. Millions of consumers and businesses can now access AT&T's 5G network using 5G-compatible devices from industry-leading manufacturers. On average, users can experience speeds over 40 Mbps. And with theoretical speeds expected to be over 400Mbps, this is the cellular network at the heart of how AT&T expects 5G to change how we live, work and connect.

In parts of some markets, we've enabled dynamic spectrum sharing (DSS) technology which allows carriers to share the same channel between both 4G and 5G users simultaneously, based on demand, creating a seamless experience for customers. Through DSS, we can deploy 5G faster and more efficiently to help more customers take advantage of 5G technology, sooner. This technology helps create an intelligent and robust network for customers.

## 5G in action

While 5G will certainly be a consumer technology long-term, we're seeing initial demand being driven primarily by enterprise users. That's in large part due to mmWave 5G's low-power, highly precise location and lower-latency factors that, in line-of-sight use cases, are important to how businesses incorporate IoT and other applications into their future workflow. Edge computing is also a unique capability that 5G will enhance moving forward.

## Bringing you to the edge

AT&T has been working with cloud service providers to add edge compute technology into our network centers as we upgrade them for 5G deployment. And as we continue to bring edge compute technologies live to more markets, we're excited for the possibilities the technology will enable. Our mmWave 5G enterprise customers are already pursuing this reality, some using on-premise edge compute hardware to trial private 5G networks for their businesses.

Some examples of edge compute use cases in action or in trial include augmented reality experiences for retail stores, lightweight drones that can track themselves and thousands of nearby companions in near-real time, and autonomous cars that have access to nearly-instant data processing capabilities without having to install a mini data center in the trunk.

## Software-based network

We have been a vocal proponent and industry leader in making our network more software-centric. Our advances in cloud native virtualization, containerization, and hardware and software disaggregation allowed us to reach our software-based networking goal of 75% prior to the end of 2020. With 5G, we're working to embed security directly into the design, architecture and functionality of our network, eventually giving us enhanced security that will enable us to protect the network at a global scale.

And now that our 5G network is nationwide, we're ready to soon deliver a faster, smarter, more secure network to consumers and businesses across the country.

## The future, imagined

We are excited about the possibilities of AT&T 5G and how it will create experiences for consumers and businesses that help make life easier, highly secure, more efficient and more enjoyable. The future is only limited by what can be imagined.

## 2. Contractor Staffing

This section is applicable to all services.

The terms "Contractor staff" and "staff" include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

### 2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.

5. Key Staff.

- a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within sixty (60) days from Contract execution. **Attachment C, SLA-A1(a).**
- b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
- c. DMS reserves the right to review candidates being considered by the Contractor for a key staff position described in this Contract.
- d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.
- e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.
- f. Vacancy.
  - i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement. **Attachment C, SLA-A1(b).**
  - ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the

Contract.

7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as reasonably required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
  - a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
  - b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
  - c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
  - d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

**AT&T Response:**

Please see the following response.

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

**AT&T Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications

services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's response to this RFP. The identifies and titles of specific persons and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFP to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits

AT&T will staff the MCS ITN with qualified personnel and talent to meet the requirements of the final negotiated contract and Scope of Work. It is our intent to use as many resources currently engaged with DMS in providing mobility services and the existing voice services as possible based on their State of Florida experience.

AT&T will provide sufficient, qualified personnel to oversee and deliver the services proposed in the Reply. We have extensive, decades-long experience with providing the State and its end-users with mobility services across many technology platforms.

AT&T personnel are provided extensive orientation and training on products and services, but also compliance training centered on doing business with government. In addition, the staff supporting the AT&T reply are familiar with the State's organizational structure and interact daily with the DMS staff to ensure services are implemented properly.

AT&T maintains a deep bench of personnel across the State of Florida and has additional AT&T resources to bring additional flexibility to expand and contract staff as required.

AT&T will provide a final staffing / organizational chart within 30 days of contract award, as required.

2. Provide a detailed description of the following:

- a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;

**AT&T Response:**

The AT&T response to ITN Experience Reply section 3.7.5.f., Proposed Key Staff provides details on the roles that will be staffed and designated for the State ITN contract, including but not limited to Account Manager, Project Manager, Business Operations Manager, Engineering and Design Manager, Operations and Security Manager and Customer Support Team. Many of the named resources will be familiar to DMS as experienced and trusted AT&T Tallahassee-based employees. The Account Manager, Engineering and Design Manager, and Operations and Security Manager titles are 100% dedicated to the State of Florida. The Customer Support Team staff will be designated but not exclusive to the State.

In addition to the dedicated State of Florida AT&T account team, there are mobility subject matter experts available to the Core team, including FirstNet resources.

- b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;

**AT&T Response:**

Regarding recruitment of qualified staff, AT&T currently employs over 240,000 employees and is continually recruiting and training new talent across the company. We have a Business Sales Leaders Development curriculum for new college-hires to ensure they are trained and ready for success. Specific to the State of Florida, under the leadership of Erik Lindborg, we maintain a pipeline of internal and external candidates and routinely review and update that list. In addition, the AT&T Human Resources organization maintains a database of current employee's competencies, skills, training, certifications and degrees, which provides a valuable and detailed searchable database of internal candidates.

AT&T maintains a robust and ongoing recruitment practices company-wide, including recruiting internal candidates for new assignment and external recruitment to ensure we have strong bench of talent. AT&T's recruitment practice is developed, in constant use and refinement. Specific to the State of Florida, we have internal candidates on a 'watch list' and utilize our employees, and partners for references of qualified personnel to refer to our AT&T Human Resources organization.

- c. Respondent's orientation and training for Respondent's staff assigned to the Contract;

**AT&T Response:**

Orientation and training specific to this ITN is incredibly important to maintain continuity and consistent delivery of services. AT&T provides government-specific training to all employees that may engage with or sell to a government entity. The AT&T Reply to this ITN includes personnel who are very familiar with DMS, CSAB, end users, agencies and the day-to-day operation of the State. As we make staff changes, for whatever reason, there is a smooth transition of responsibilities and a depth of DMS-specific knowledge within the AT&T team. More globally, AT&T has teamed up with University of Notre Dame to offer Data Science degrees, Oklahoma University to offer Data Science and Analytics, Georgia Tech for Analytics, and UTEP Master of Science in Systems Engineering.

- d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

**AT&T Response:**

AT&T is responding in a very deliberate and clear manner to ensure we meet the ITN requirements. We have provided detail on the staffing roles and responsibilities and have additional FirstNet and mobility resources to help add depth and flexibility to meet the requirement from the award through contract completion.





AT&T supports Wireless services transformation projects via dedicated teams.

These include teams for the following:

- Contract negotiation
- Account management
- Moves, Adds, Changes, Deletes (MACDs)
- Implementation
- Supplier management
- Optimization
- Bill management

So, we can collaborate with you to successfully complete your transformation project.

For AT&T Wireless Services, we use Universal Service Executives (USE) to monitor large accounts and evaluate other employees who manage them.

You'll work with a Universal Service Executive and with various account specialists. Your Universal Service Executive is ultimately responsible for ensuring that you're satisfied with all activities that our specialists perform to maintain your account.

These activities include

- Negotiating contracts
- Coordinating accounts across markets
- Managing relationships with your key personnel
- Implementing escalation procedures to resolve complaints

We monitor our internal performance through

- Business results
- Account reviews with our management team
- Direct contact between AT&T executives or directors and your organization's executives and directors
- Feedback that you provide to your Account Manager and other account team members

This means that you have a dedicated account contact who is responsible for your satisfaction.

For AT&T wireless services, we provide several dedicated support groups to help you order products and services or troubleshoot issues.

These groups include

- Mobility Center of Excellence (MCOE)—provides support and service management via mobility service managers in a pooled environment



- Business Mobility Center (BMC)—supports end users and Authorized Order places (AOPs) for small businesses, medium to large corporations, and government customers
- Business Mobility Enablement (BME)—processes and fulfills orders and provisioning requests. Provides dedicated post-sales support to Authorized Order Placers (customer key contacts, program administrators, and telecom managers) for large Corporate/Enterprise Responsibility customers
- Enterprise Technical Support (ETS)—assists Telecom Managers and Enterprise Help Desk personnel in troubleshooting enterprise voice and data services
- International Support— addresses voice and data concerns for customers while they are roaming internationally or if they have specific international roaming questions

The members of these groups receive extensive, regular training on technologies, devices, and service offerings.

The following table provides details about these support groups including contact numbers, business hours, and support functions.

| Division                                                                                                                                                                                                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Business Mobility Solutions Center (BMC) - AOP/End User<br/>Main:800-331-0500</p> <p>AOP Enterprise:<br/>800-999-5445</p> <p>AOP Small Biz:<br/>866-288-7629</p> <p>Mon-Fri 8 am – 10 pm (ET)<br/>Sat/Sun 9am - 9pm (ET)</p> | <p>BMC supports Authorized Order Placers (AOPs) and end users for small businesses, medium to large corporations, and government customers.</p> <p>Representatives provide customized account support through:</p> <ul style="list-style-type: none"><li>• Managing account and service level changes</li><li>• Responding to billing inquiries</li><li>• Processing equipment, accessory, and service orders</li><li>• Answering questions related to roaming, system, equipment, and contracts</li><li>• Handling user services such as rate plans and features</li><li>• Providing technical troubleshooting</li><li>• Providing overall wireless information</li></ul>                                         |
| <p>Business Mobility Enablement (BME)<br/>888-444-4410</p> <p>Hours of Operation<br/>Mon-Fri 8 AM – 8 PM ET<br/>Sat/Sun 10:00 AM - 7:00 PM ET</p>                                                                               | <p>Representatives</p> <ul style="list-style-type: none"><li>• Handle ordering, provisioning and fulfillment</li><li>• Receive training in all necessary business systems and have specialized business tools to process bulk orders /migrations</li><li>• Assist business key contacts, authorized end users and the Sales channels that support these accounts with:<ul style="list-style-type: none"><li>• New orders</li><li>• Migrations and upgrades-- offline (e.g., Customer Direct Ordering, Internal Web Ordering Form)</li><li>• Accessory orders</li></ul></li><li>• Assist Individual Responsibility Users (IRUs), Corporate Responsibility Users (CRUs), Small Business Personal Liability</li></ul> |





| Division                                                                                                                                                                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                    | <p>(SBPL) users, and Sole Proprietary customers with Transfer of Billing Responsibility</p> <ul style="list-style-type: none"><li>• Assist IRUs, CRUs, SBPL and Sole Proprietary with add-a-line, Local Number Portability (LNP) ports and activations.</li><li>• Assist CRUs with new service, LNP ports, and activations</li><li>• Assist Consumer, IRUs, CRUs, SBPL, and Sole Proprietary with CRU Enrollments</li></ul> <p>In addition, select representatives</p> <ul style="list-style-type: none"><li>• Provide specialized business care for Telecom Managers and key contacts</li><li>• Support data help desk and international calling/roaming issues</li><li>• Receive training in all necessary business systems and have specialized business tools to process bulk changes, etc.</li><li>• Assist key contacts with overall wireless program management, including:<ul style="list-style-type: none"><li>• Billing/reporting product support</li><li>• Billing inquiries/issues and payment processing</li><li>• Account and service level changes, such as rate plans, features, etc. (single transactions &amp; bulk changes)</li><li>• Equipment troubleshooting and upgrades</li><li>• Network troubleshooting</li><li>• General service information and migrations</li></ul></li></ul> |
| International User Support<br>+1.314.925.6925<br>24/7                                                                                                                              | Help Desk provides free support to U.S. based mobility customers who call from their AT&T mobile device while traveling abroad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Mobility Center of Excellence<br>(M-COE)<br><a href="https://ebiznet.att.com/engage/mobile/">https://ebiznet.att.com/engage/mobile/</a> ,<br>and select <i>Mobile Engagement</i> . | AT&T's existing Business Care teams (above) should still be the first point of contact for ordering, account maintenance requests, and inquiries. In the event that the Business Care teams are not meeting your expectations or you have a critical issue that needs immediate attention, please contact the Mobility COE. The Mobility Center of Excellence (M-COE) provides enhanced mobility support to AT&T's top business customers. The M-COE Service Managers address service requests and provide updates on the issue's status until it is resolved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

Additional specialized support teams include

- Business Mobility IoT Helpdesk (BM IoT HD) provides technical expertise to support customers' IT personnel, help desk teams, and telecom managers with IoT issues.
- Advanced Solutions Customer Service Helpdesk (ASCS HD)—provides technical expertise to support customers' IT personnel, help desk teams, and telecom managers
- Mobility Deployment Solutions (MDS)—manages and oversees large mobility solution implementation

## 2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.
4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

## 2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager. This is a required key staff position that must remain filled until the Contractor completes, and the Department accepts, the project closure documentation required by Statement of Work section 3.26.4.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications or equivalent experience:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current project management certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS, or at least two (2) years of equivalent work experience in lieu of a current project management certification.

## 2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

## 2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design

concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
3. Five (5) years or more of engineering work experience.

## 2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications or equivalent experience:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

## 2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of servicerequests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 3. Services and Devices for Mobile Communication Services

### 3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data

Services. The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses, or a range of IP addresses, to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. For closed user groups, the Contractor must configure 1) public IP addresses owned by the State and Other Eligible Users or 2) private IP addresses furnished by the State and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers in public user groups.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the

device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

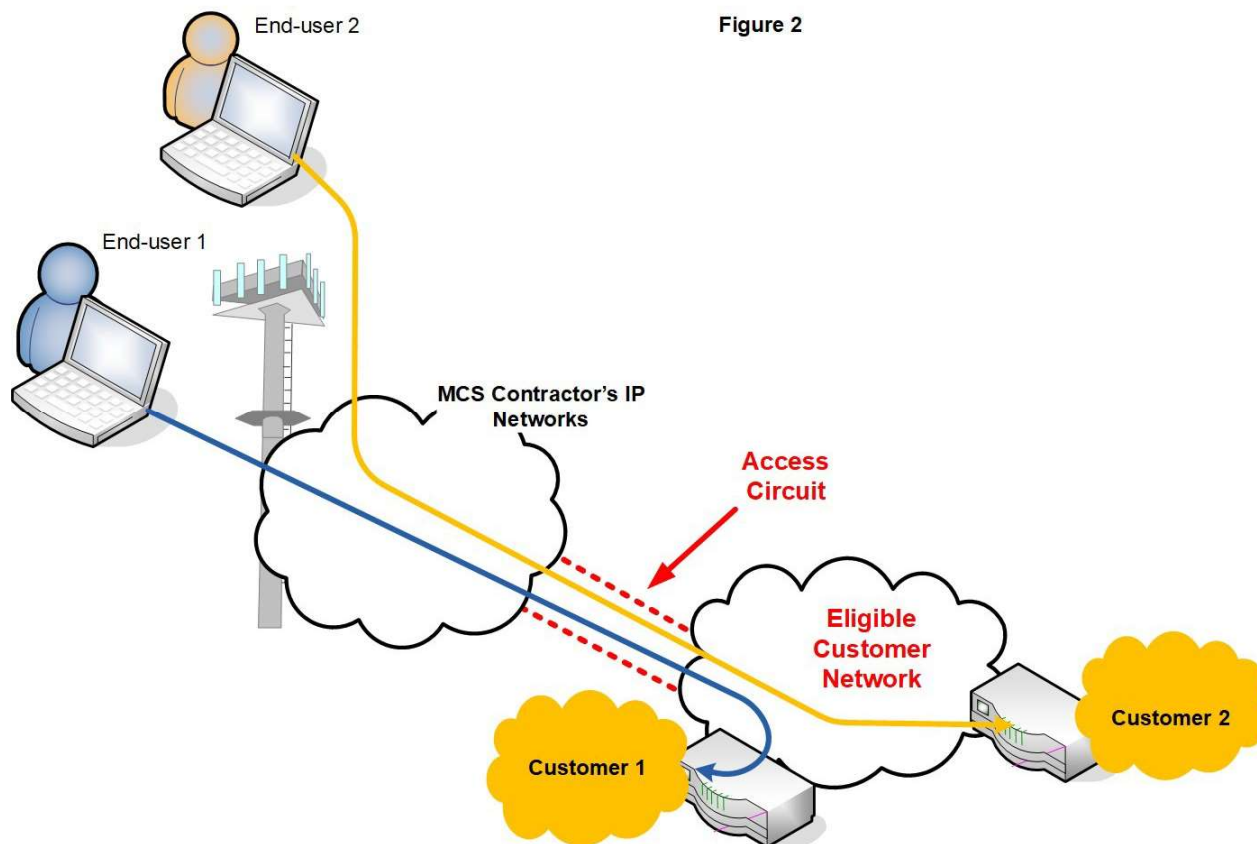
This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS. In accordance with SOW Section 3.15, Contractor will configure Contractor's end of the tunnels, and the Customer will be responsible for the Customer's end of the VPN.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



Access Circuit

Figure 2



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.5 Wireless Data Service - Closed UserGroups

This subsection is applicable to only Wireless Data Services.

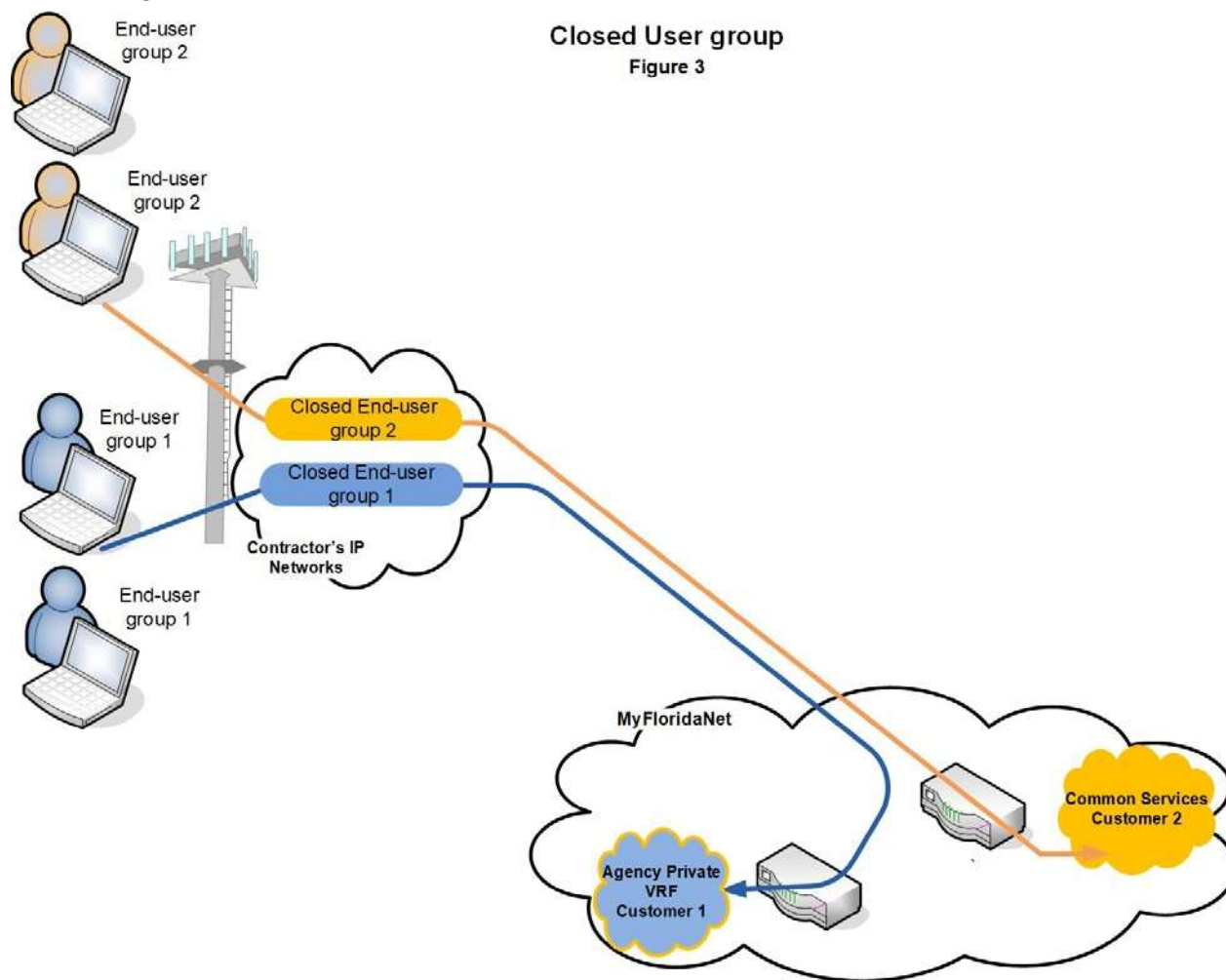
The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from



all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



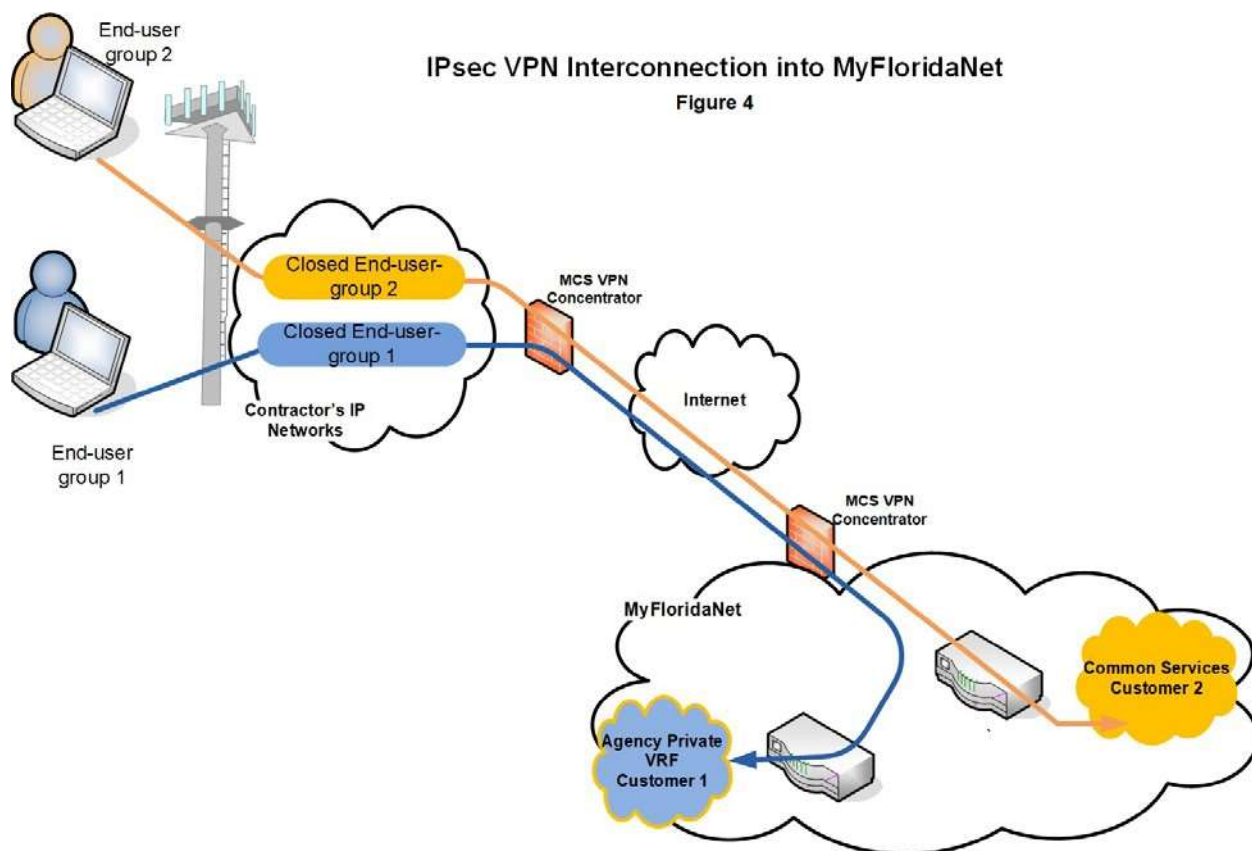
No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover, or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process.. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the secondary MFN IPsec concentrator. Within Figure 4 above, this is shown as "MCS VPN Concentrator" directly adjacent to the MFN section. This is currently rented from and managed by the MFN contractor. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed



user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity specific to the Contractor's owned network to network connections and devices. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access (or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process) to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

| IPsec Parameters                   |                            |
|------------------------------------|----------------------------|
| IKA (SA)                           | Main Mode                  |
| Encryption Strength                | 3DES                       |
| Authentication                     | Pre-Shared Key             |
| Diffie-Hellmans (D-H) Groups       | 2 or 5 (group-5 preferred) |
| Perfect Forward Secrecy            | Pfs                        |
| Data Integrity Hash Algorithm      | SHA                        |
| IPsec (SA)                         | Quick Mode                 |
| Security Association (SA) Lifetime | 86,400 seconds (maximum)   |
| Authentication Type                | HMAC-SHA                   |
| Security Association (SA) Lifetime | 28,800 seconds (maximum)   |
| Simultaneous Active Tunnels        | 1,000 (minimum)            |

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.
4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.
7. Respondents may also propose an alternative design. [Enter the

response here as needed to provide a complete response]

**AT&T Response:**

Please see the following response.

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

**AT&T Response:**

**REDACTED**

AT&T supports the IPSec parameters detailed above.

2. Describe the Respondent's commitment to the appropriate industry standards.

**AT&T Response:**

AT&T is involved with only the most credible industry standards groups.

External industry standards groups include:

- 3GPP
- 5G Americas (formerly 4G Americas)
- 5G Automotive Alliance (5GAA)
- Alliance for Telecommunications Industry Solutions (ATIS), including AIDC, COAST, CSF, ESIF, INC, IOC, NVF, NGIIF, NRSC, OBF, PEG, PTSC, SNAC, STEP, TMOC, WTSC
- American Registry for Internet Numbers (ARIN)
- AllSeen Alliance
- APP Quality Alliance (AQuA)

- Broadband Forum
- CTIA

Other external groups include:

- Common Ground Alliance (CGA)
- Consumer Technology Association (CTA) (Tech. Committees)\* [formerly known as CEA]
- Continua Health Alliance (Continua)
- Digital Living Network Alliance (DLNA)
- Distributed Computing Industry Association (DCIA)
- Digital Entertainment Content Ecosystem (DECE)
- Distributed Management Task Force (DMTF)
- European Telecommunications Standards Institute (ETSI)
- Fixed Wireless Communications Coalition (FWCC)
- Full Service Access Network (FSAN)
- Global Certification Forum (GCF)
- GSM Association (GSMA)
- GlobalPlatform
- HetNet Forum
- HomeGrid Forum
- Human Factors and Ergonomic Society



- Institute of Electrical and Electronics Engineers (IEEE)—Committee 802 (802.3 WG)
- Institute of Electrical and Electronics Engineers Standards Association (IEEE—SA), including P2030 Working Group
- Institute of Electrical and Electronics Engineers Communications Society (IEEE-ComSoc)
- Identity Ecosystem Steering Group (IDESG)
- Industrial Internet Consortium (IIC)
- In-Location Alliance (ILA)
- International Cable Protection Committee (ICPC)
- International Telecommunications Society (ITS)
- International Telecommunication Union (ITU), including ITU-D, ITU-R, and ITU-T
- Internet Engineering Task Force (IETF)
- Internet Society (ISOC)
- Java Community Process
- Messaging, Malware and Mobile Anti-Abuse Working Group (M3AAWG)
- Metro Ethernet Forum (MEF)
- National Emergency Number Association (NENA)
- National Spectrum Management Association (NSMA)
- Cybersecurity and Infrastructure Security Agency (CISA) at the U.S. Department of Homeland Security
- Computer Emergency Response Team/Coordination Center (CERT/CC)
- Forum of Incident Response and Security Teams (FIRST)
- National Security Telecommunications Advisory Committee (NSTAC), a federal advisory council to the president of the United States on issues of national security and emergency preparedness
- National Coordinating Center for Communications (NCC), which serves as the Information Sharing and Analysis Center (ISAC) for communications and organizes operational response activities in the event of both cyber and physical incidents
- Communications Sector Coordinating Council (CSCC), which conducts planning activities on cybersecurity issues with the U.S. Department of Homeland Security
- U.K. Centre for the Protection of National Infrastructure (CPNI) National Security Information Exchange (NSIE)
- Various Information Sharing and Analysis Centers (ISACs), including the Information Technology, Auto and Retail ISACs
- U.S. InfraGard

- Open Visual Communications Consortium (OVCC)
  - Organization for the Advancement of Structured Information Standards (OASIS)
  - P4
  - Power Matters Alliance (PMA)
  - PTCRB
  - QuEST Forum
  - Small Cell Forum (formerly Femto Forum)
  - PCIA—The Wireless Infrastructure Association
  - Security activities within the Internet Engineering Task Force (IETF)
  - Society of Motion Picture and Television Engineers (SMPTE)
  - TM Forum
  - United States ITU Association (USITUA)
  - Universal Plug and Play Forum (UPnP)
  - Video Services Forum (VSF)
  - Wi-Fi Alliance
  - Wireless Broadband Alliance
  - National Telecommunications and Information Administration (NTIA)
  - Federal Communications Commission (FCC) Communications Security, Reliability and Interoperability Council (CSRIC)
  - Network Reliability Steering Committee (NRSC)
  - USTelecom and the Council to Secure the Digital Economy (CSDE)
  - Cellular Telecommunications Industry Association (CTIA) cybersecurity working group
  - Consumer Technology Association (CTA) technology council security working group
  - National Institute of Standards and Technology (NIST) and the Internet Security and Privacy Advisory Board (ISPAB)
  - NIST National Cybersecurity Center of Excellence
  - Internet of Things (IoT) Cybersecurity Alliance (IoTCA)
3. Describe the design.

**AT&T Response:**

4. Describe the portion of the design used to trigger the automatic failover.

**AT&T Response:**

**REDACTED**





5. Describe the failover and fallback processes.

**AT&T Response:**

REDACTED

6. Describe how you will maintain the security of your MFN interconnection.

**AT&T Response:**

For AT&T Dedicated Internet (ADI), we keep AT&T network nodes and the network elements within our IP backbone secure 24/7.



## REDACTED

### 3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

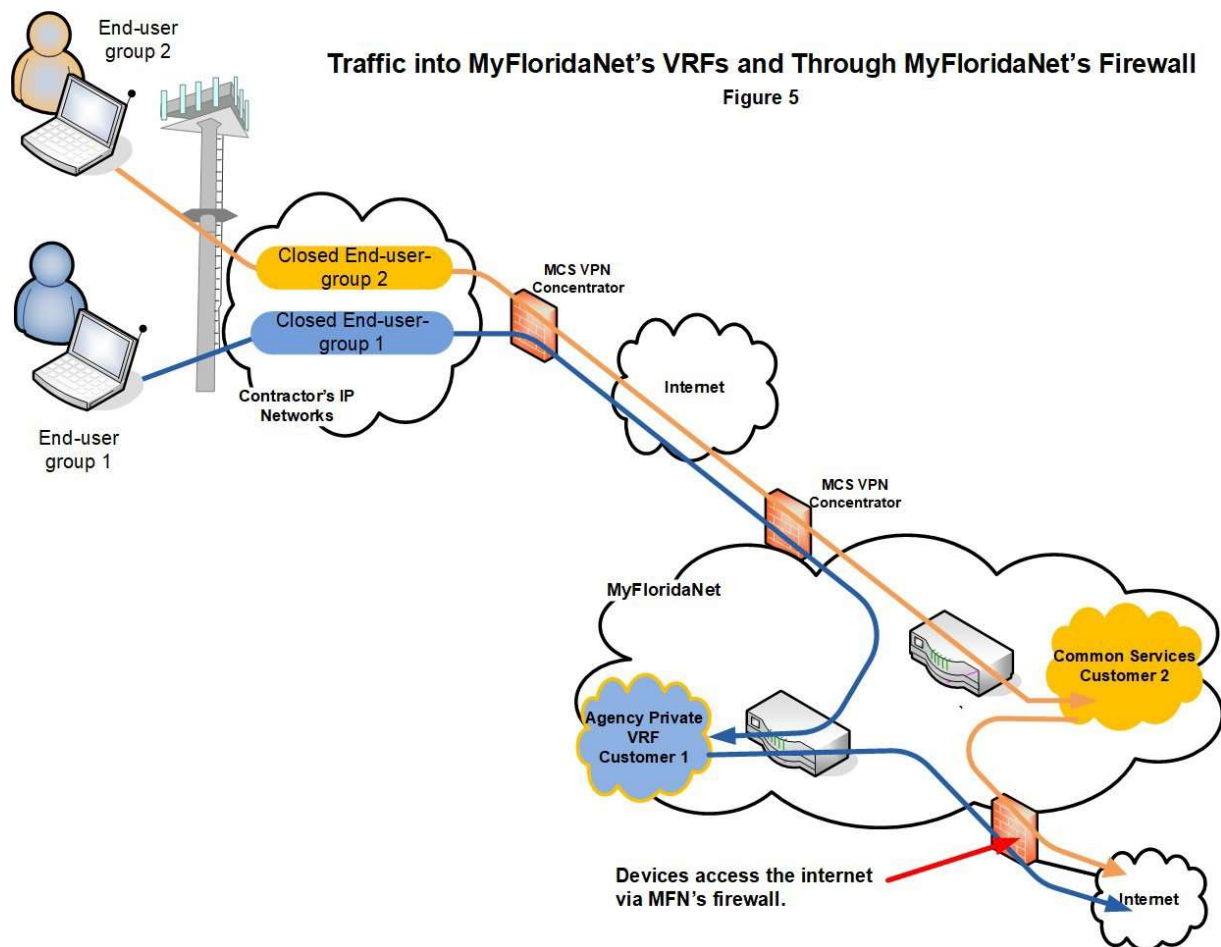
This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.8 Wireless Data Service – Traffic Directly to the Internet

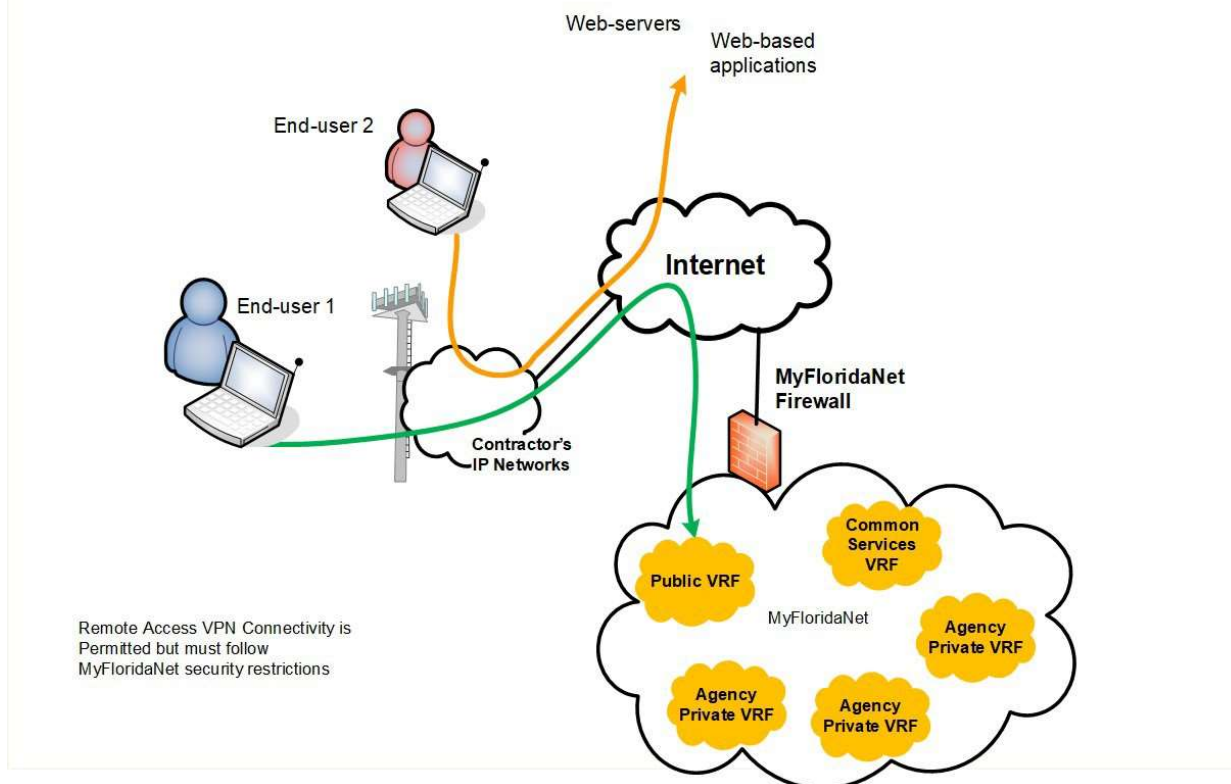
This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

## Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

### 3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much 4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

**AT&T Response:**

Please see AT&T's response below.

## AT&T Response:

AT&T has an extensive 5G deployment and complimentary 4G coverage across Florida. From 2017-2019, AT&T invested nearly \$3.3 billion in our wireless and wireline networks in Florida to expand coverage and improve connectivity in more communities.

That figure includes investments of:

- **More than \$1 billion** in the Miami - Fort Lauderdale-West Palm Beach area
- **More than \$425 million** in the Orlando-Kissimmee-Sanford area
- **Nearly \$200 million** in the Tampa-St. Petersburg-Clearwater area
- **Nearly \$300 million** in the Jacksonville area

## Network upgrades completed in these four markets in 2019 include:

- More than 1,800 capacity adds to cell sites to accommodate more network traffic
- 55 new cell sites
- Several Distributed Antenna System projects to boost indoor and outdoor coverage at key venues
- Deployment of small cells to densify our network and provide additional coverage

Our investment has increased reliability, coverage and overall performance for residents and businesses, which is essential for connecting our customers with family, friends and colleagues – no matter the distance. It's also improved critical communications services for Florida's first responders using the FirstNet network.

Today, our 4G LTE network covers more than 330 million people. That's more than 2.61 million square miles and over 99% of all Americans. expanded access to high-speed internet in Florida by building more than 1.3 million additional fiber connections in the Miami-Fort Lauderdale, Tampa-St. Petersburg-Sarasota, West Palm Beach-Fort Pierce, Orlando-Daytona-Melbourne, Jacksonville-Brunswick, Gainesville, Panama City, Mobile-Pensacola and Tallahassee-Thomasville markets.

"We're committed to keeping you connected when and where you need it most."

*Joe York - President, AT&T Florida*

"We know that our continued investment in Florida is vital to keeping people connected – from public safety personnel during a crisis to friends, family and loved ones on a daily basis," said **Joe York, president, AT&T Florida**. "We're committed to keeping you connected when and where you need it most. We show up for our customers and communities. That's what we do. It's who we are."

More details about our wireless coverage in Florida, and anywhere in the U.S., can be found on the AT&T Coverage Viewer. For updates on the AT&T wireless network, please visit the AT&T network news page.

## Building the Future of Wireless Connectivity, Today

5G is the future of wireless technology and is poised to jumpstart the next wave of unforeseen mobile innovation. Florida customers are already experiencing the power of 5G in cities like Tampa, Bradenton and Sarasota and we're committed to bringing next-generation 5G coverage to more communities across the state as we build toward nationwide coverage this year.

We deliver the 5G experience to both consumers and businesses by deploying two types of 5G technology:

- 5G over sub-6 spectrum is expected to enable faster responses over broader distances on new devices and is now available in nine Florida markets.
- 5G+ delivers ultra-fast speeds and response times, capable of 1+ Gbps, using 5G technology and new millimeter wave spectrum, unlocking unprecedented experiences in iconic destinations and key venues. It's ideal for businesses, universities, hospitals and sports venues and is currently deployed in parts of Miami, Miami Gardens, Orlando and Jacksonville.

## FirstNet: Transforming Public Safety Communications

We're honored to work with the First Responder Network Authority (FirstNet Authority) to build and manage FirstNet – the only nationwide, high-speed broadband communications platform dedicated to and purpose-built for America's first responders and the extended public safety community. And we take our responsibility to deliver FirstNet seriously.

Building upon our current and planned investments in Florida we continue to extend the reach, and increase the coverage, capacity and capabilities of the FirstNet network:

- **Purpose-built network enhancements** – Across Florida, we've boosted the network with high-quality Band 14 spectrum in communities such as Miami, West Palm Beach, Tampa, Orlando and Jacksonville. Band 14 is nationwide, high-quality spectrum set aside by the government specifically for FirstNet. We look at Band 14 as public safety's VIP lane: in an emergency, this band – or lane – can be cleared and locked just for FirstNet subscribers. In addition, since beginning the FirstNet network expansion, we've launched new FirstNet cell sites in Orange, Lake, Citrus, Gulf, Suwannee, Lee, Putnam and Glades counties.
- **Public safety-specific advanced capabilities** – **FirstNet is providing Florida public safety with dedicated access when they need it, as well as an entire communication ecosystem with unique benefits like mission-centric devices, certified applications, *always-on* priority and preemption and high-quality Band 14 spectrum. These advanced capabilities enable FirstNet to perform faster than any commercial network<sup>5</sup> and bring its subscribers the unthrottled connectivity they need.**
- **Unparalleled emergency support** – **Florida agencies on FirstNet also have 24/7 access to a nationwide fleet of 76 deployable network assets. These assets can either be deployed for planned events or called upon in emergencies at no additional charge to help first responders stay connected and operate faster, safer and more effectively when lives are on the line.**



**FirstNet Response Operations – led by a group of former first responders – guides the deployment of the FirstNet deployable assets based on the needs of public safety.**

- **Free Smartphones for Life for Public Safety Agencies –We have a responsibility to public safety unlike any other wireless carrier. That’s why Florida agencies spanning law enforcement, fire, EMS, healthcare, hospital emergency departments, emergency management and 911 operations on FirstNet can stay up-to-date with smartphones for life at no additional cost.<sup>6</sup> This means first responders across agencies of all sizes will have affordable access to *their* network.**

The FirstNet network expansion across Florida is being done with direct feedback from state and public safety officials. This helps ensure FirstNet meets the short- and long-term needs of the public safety community.

## **Our commitment to Florida**

AT&T believes everyone in our community should have access to the educational and employment opportunities that will define Florida’s future. That’s why we launched Believe Miami, a local initiative focused on removing barriers that keep local youth and young adults from achieving their dreams. This employee-led campaign continues to create positive change in our communities.

In addition to the program mentioned above, AT&T’s commitment to Florida includes programs like:

- **The Connect America Fund –Through our participation in the FCC’s Connect AmericaFund universal service program, we have been helping to meet the connectivity needs of customers in largely rural areas and to expand the opportunities enabled by internet access. By the end of 2019, we offered high-speed internet access to over 20,300 locations in 20 counties across Florida in mostly rural areas through technologies like Fixed Wireless Internet.**

This is all made possible by our talented, dedicated AT&T team members who are committed to being there and are the driving force behind our efforts to expand wireless connectivity both in Florida and across the country. That’s why we believe in investing in our employees and workforce. In 2019, Fortune and Great Place to Work named us one of the Best Big Companies to Work For.





REDACTED



|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

### 3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

### 3.12 Security

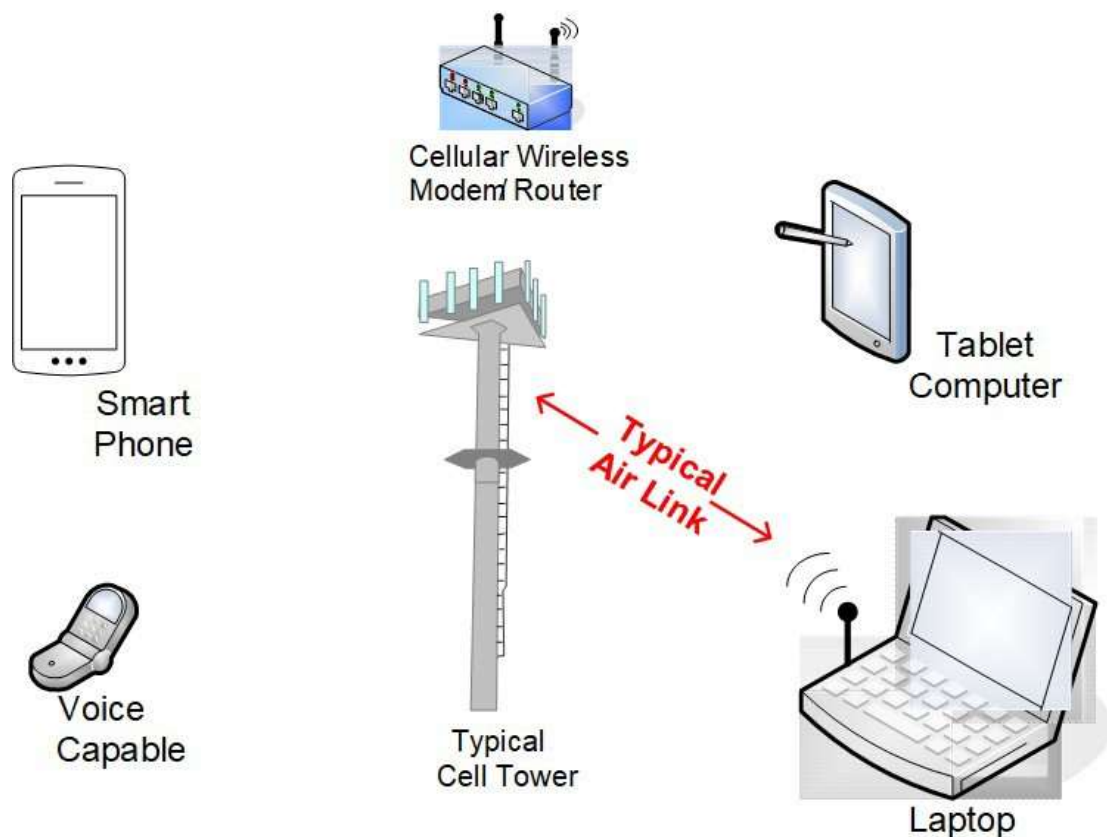
This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description of the Contractor's associated security procedures, or a generalized description deemed acceptable by the DMS Contract Manager, upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

**AT&T Response:**

Please see the following AT&T response.

REDACTED

### 3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.



|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

### 3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

### 3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see <https://www.dhs.gov/oec-communications-portfolio-management>.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall ship the specified quantity (up to 100 of each type (basic, Smartphone, MiFi, USB) requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request, and deliver within forty-eight (48) hours. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF- 2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous

- availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
  4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
  5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
  6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

**AT&T Response:**

[Please see the following response.](#)

**REDACTED**

### 3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight. All reports are to be provided at the enterprise level (i.e., for all Customers that utilize this Contract) and shall exclude any information regarded as Customer Proprietary Network Information (CPNI). Should the Contractor provide the reports through a portal, dashboard or other self-managed web-based tool, the Department's access must allow enterprise reporting.

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
  - a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
  - b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)-
  - c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
  - d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
  - e. Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
  - f. Weekly Transition Status Reports during Transition (Subsection 3.24)
  - g. Project Status Report, SLA-D3 (Subsection 3.26.2.3)
  - h. Incumbent Contractor Weekly Migration Report, SLA-D7 (Subsection 3.26.5)
  - i. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
  - j. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
  - k. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)
2. The Contractor shall provide any of the items below upon request from the Department:
  - a. Identification and validation of products/services and rates;
  - b. Compilation of statistics on products/services from a high level to a detailed level;
  - c. Inventory of devices;
  - d. Services and devices trend information;
  - e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
  - f. Ad hoc reports, for data and information that is available and accessible to Contractor which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request, unless due to the amount of data required, DMS grants a longer timeframe after discussion with the Contractor.



Given the statements in this subsection:

Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

**AT&T Response:**

Please see the following response.

**AT&T Response:**

REDACTED

### 3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

#### 3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If it is the last billing cycle of the service and credits exceed any payment due to the Contractor, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

#### 3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.
2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

#### 3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:

- a. The Customer provided incorrect information in its order, including an incorrect address.
  - b. The Customer did not attend a confirmed scheduled appointment.
  - c. The Customer was unresponsive to calls or emails.
  - d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

### 3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19. Item 4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

### 3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA- B3.** The SLA Compliance Report must:
  - i. allow DMS to assess performance against measurable service levels;
  - ii. include all SLAs in Attachment C – Service Level Agreements;
  - iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;
  - iv. not be locked or password protected;
  - v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
  - vi. will be coordinated with the Contractor and approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End- user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Electronic notifications are required in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.**

Electronic notifications are required for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. The reason for emergency or unplanned outage and duration may be sent in a follow-up notification. Changes to the estimated duration should also be sent (if available). **Attachment C, SLA-B8 and SLA-B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

**AT&T Response:**

Please see the following response.



**AT&T Response:**

**REDACTED**

### 3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the



portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;
6. user guides;
7. equipment definitions and specifications;
8. maintenance information;
9. product configuration options; and
10. may include other information as mutually agreed to and approved in writing by the DMS Product Manager, such as whitepapers and diagrams.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - As needed to provide a complete response]

**AT&T Response:**

[Please see the following response.](#)

**REDACTED**

### 3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal will display automatically in the portal, and may take up to one (1) Business Day, to be fully processed in the billing system with the exception of
  - a. devices that are out of stock or otherwise unavailable;
  - b. account changes involving number portability;
  - c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
4. Account changes made by phone or email should be processed within two (2) Business Day with the exception of:
  - a. devices that are out of stock or otherwise unavailable;
  - b. account changes involving number portability;
  - c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
5. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
6. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.
7. The Contractor may invoice the Customer an expedite charge.
8. The Contractor will be responsible for the credit and/or replacement of any freight- damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
9. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall



provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.

10. The Contractor shall not impose any restocking fee under any circumstance.
11. Device provisioning errors must be corrected by the Contractor.
12. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
13. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

**AT&T Response:**

[Please see the following response.](#)

**REDACTED**

### 3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

**AT&T Response:**

[Please see the following response.](#)

[AT&T understands that DMS may award MCS to multiple vendors and commits to collaborating with](#)





other DMS contractors and subcontractors. AT&T has a long history of working with the State on large scale projects with many entities; if awarded MCS services, we will continue to work in a spirit of cooperation and professionalism. Due to customer privacy issues and laws, AT&T reserves the right to request / require a Letter of Authorization from DMS and/or end-users as part of the collaboration.

### 3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans.
2. Assist as necessary to migrate existing MCS Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge – provided that the existing device can be unlocked and is compatible with Contractor's network.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration for State Agencies in one-hundred and twenty (120) calendar days. Complete the migration for OEUs in one-hundred and eighty (180) calendar days.
  - a. Migration commences with DMS acceptance of the Services Infrastructure Checklist and ends when all current MCS Customers are identified as either migrated or no longer receiving services from the Contractor.
  - b. Migration does not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

**AT&T Response:**

Please see the following response.

#### 1. AT&T requests further discussion regarding the Project Management activities listed in SOW

---

### 3.26.5.

2. AT&T agrees to migrate existing Customers to this Contract.
3. AT&T agrees to not charge any non-recurring charges as part of the migration.
4. AT&T agrees to not charge for service activations and SIM cards.
5. AT&T agrees to provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. AT&T agrees to coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. AT&T agrees to complete the migration in one-hundred and twenty (120) calendar days.
  - a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
  - b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
  - c. Migration does not include new Customers or Customers changing their services after migration

For illustrative purpose, AT&T has included a sample project plan in **Appendix 4**. AT&T will develop a mutually agreeable project plan based upon the final awarded scope of services.

### 3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.



---

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-



date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.

6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

### 3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

#### 3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

#### 3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

#### 3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1**. The Project Implementation Phase starts with

DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

#### 3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

#### 3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

##### 3.26.1 Project Management - Project Management Plan and Disaster Recovery Plan

1. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D1**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

The plan listed below is an additional component of the Project Management Plan. However, the plan listed below is a deliverable separate from the Project Management Plan and subject to final acceptance by DMS.

2. Disaster Recovery Plan. (See **Attachment C, SLA-D2.**) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing

of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:

1. Plan Objectives.
2. Assumptions.
3. Definition of Disaster.
4. Recovery Teams.
5. Team Responsibilities.
6. Internal and External Communications.
7. Federal, State, Local Roles and Responsibilities.
8. Services Restoration.
9. Support Timeline.

### 3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist. The Project Status Report, described below is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D3.** The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
  - a. Project schedule.
  - b. A narrative description of significant project activities that have been conducted or are underway.
  - c. The progress-to-date on project activities.
  - d. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
  - e. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
  - f. Upcoming deadlines.



### 3.26.3 Project Management - Guides

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D4.**

1. WDS and WVS Operations Guide. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide describing the operational relationship between the Contractor and DMS. The guide must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guide must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.
2. WDS and WVS User Guide. The Contractor shall provide one (1) WDS and WVS User Guide that provide a set of instructions for the End-user. The User Guide must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

### 3.26.4 Project Management Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D5.**) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

### 3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D6.**) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist.
  - a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
    - i. Schedule of activities, including all Services Infrastructure Checklist Activities.
    - ii. Resource allocation.
    - iii. Implementation and migration preparation planning and impact analysis.
    - iv. Network support.
    - v. Operations Centers (operational and security).
    - vi. Day-to-day operational support services.
    - vii. Training – cross reference training section.





- b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D7**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current MCS End- users per agency/entity, the progress of migration, and note any End- users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with current MCS Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all current MCS End-users are identified as either migrated or no longer receiving services from the Contractor or for non-State agencies having selected another contract vehicle. The format, content, and level of detail must be approved by DMS.
2. Individual Customer-Specific Migration Plans. If requested by DMS, the Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D8**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as a Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
- i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
  - ii. Resource allocation.
  - iii. Migration and preparation planning.
    1. Impact analysis.
    2. Stakeholder communications plan.
  - iv. Migration management.
  - v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - 500 words]



---

### 3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D9**. The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

| Infrastructure Checklist |                                                                                                                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section Reference        | Requirement                                                                                                                                                                               |
| <b>SOW Section 2</b>     |                                                                                                                                                                                           |
| <b>2.1 - 2.6</b>         | All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS. |
| <b>2.7</b>               | The Contractor has demonstrated that its Customer Support Team is staffed and trained.                                                                                                    |
| <b>SOW Section 3</b>     |                                                                                                                                                                                           |
| <b>3.12</b>              | Security and fraud services are ready for production.                                                                                                                                     |
| <b>3.13</b>              | Processes related to test and demonstration accounts for WVS and WDS are final.                                                                                                           |
| <b>3.14</b>              | Emergency services programs are ready for production.                                                                                                                                     |
| <b>3.16</b>              | Design characteristics have been reviewed and are ready for production.                                                                                                                   |
| <b>3.17</b>              | Reports and reporting options are ready for production.                                                                                                                                   |
| <b>3.18</b>              | SLA processes are ready for production.                                                                                                                                                   |
| <b>2.7 and 3.19</b>      | The Customer Support Team is staffed and trained.                                                                                                                                         |



|                      |                                                                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3.20</b>          | The Contractor's portal is operational.                                                                                                                    |
| <b>3.21</b>          | The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.                          |
| <b>3.26.1 (2)</b>    | The Contractor has provided an acceptable Project Management Plan.                                                                                         |
| <b>3.26.1 (7)</b>    | The Contractor has provided an acceptable Disaster Recovery Plan.                                                                                          |
| <b>3.26.3 (1)</b>    | The Contractor has provided the WDS and WVS Operations Guides                                                                                              |
| <b>3.26.3(2)</b>     | The Contractor has provided the WDS and WVS User Guides                                                                                                    |
| <b>3.26.5(1)</b>     | The Contractor has provided the Implementation Plan.                                                                                                       |
| <b>SOW Section 4</b> |                                                                                                                                                            |
| <b>4</b>             | Public safety services are ready for production.                                                                                                           |
| <b>SOW Section 5</b> |                                                                                                                                                            |
| <b>5.4</b>           | The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.                                             |
| <b>5.7</b>           | The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.                                                |
| <b>5.9</b>           | The Contractor has demonstrated the ability to maintain a corresponding inventory.                                                                         |
| <b>5.10</b>          | The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.                                                                       |
| <b>5.11</b>          | The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method. |



| SOW Section 6 |                                                                                                                         |
|---------------|-------------------------------------------------------------------------------------------------------------------------|
| 6             | The Contractor has demonstrated the MFMP catalogs are ready, and the Contractor is ready to accept orders through MFMP. |

**AT&T Response:**

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

REDACTED

## 4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

REDACTED

### 4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the

affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.
5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

#### AT&T Response:

REDACTED

#### 4.2 Local Control

The Contractor should provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and

deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

**AT&T Response:**

**REDACTED**

#### 4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor should provide a public safety portal (dashboard). The information held in this dashboard, or within the Contractor's MCS portal shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

Non-mission critical public safety service plans shall provide the status of the Statewide network and alerts on outages through an alternative means.

**AT&T Response:**

**REDACTED**

#### 4.4 Public Safety Standards

Mission Critical public safety service plans and devices shall be in compliance with the relevant 3rd Generation Partnership Project Technical Specifications and the National Public Safety Telecommunications (NPSTC) standards for a mission critical service.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

Should the Contractor offer plans marketed towards the public safety community that are not in compliance with the relevant 3rd Generation Partnership Project Technical Specification or do not meet the necessary criteria to be deemed "Mission Critical," as defined by the National Public Safety Telecommunications Council (NPSTC), the Contractor's EUPL must clearly state, at the beginning of the plan description, "THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD." Failure to include this statement where applicable will result in the EUPL not being accepted by DMS.



## AT&T Response:

REDACTED

### 4.5 Demonstration Devices

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) Business Days. Any demonstration agreements, equipment, forms, and processes shall be provided, managed, and maintained by the Contractor, subject to the approval of DMS.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

### 4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities or as recognized by the First Responder Network Authority.

Contractor should limit access to the Mission Critical public safety plans to only Customers that are Public Safety Entities. At a minimum, Public Safety Entities should include the following Customers, as categorized by the North American Industrial Classification System (NAICS) codes:

- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)





- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices
- 921150 American Indian/Alaska Native Tribal Governments
- 922190 Other Justice, Public Order and Safety Activities

Should the Contractor offer non-mission critical public safety service plans, the Contractor's EUPL must clearly state the eligible NAICS codes in the plan descriptions.

**AT&T Response:**

REDACTED

#### 4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

**AT&T Response:**

AT&T exceeds these expectations, with the clarification that we need further discussion regarding compliance with AT&T's CPNI obligations.

#### 4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

Given the statements in subsection:

Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in SOW, section 4, Public Safety Service Plans and Devices.



Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

Describe how service plans and devices are not throttled during an emergency.

Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts

Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

a. Detailed coverage maps

i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, "Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."

Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the



standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.”

Describe the local control portal, as described in SOW section 4.3.

**AT&T Response:**

REDACTED



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 4. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

### 5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

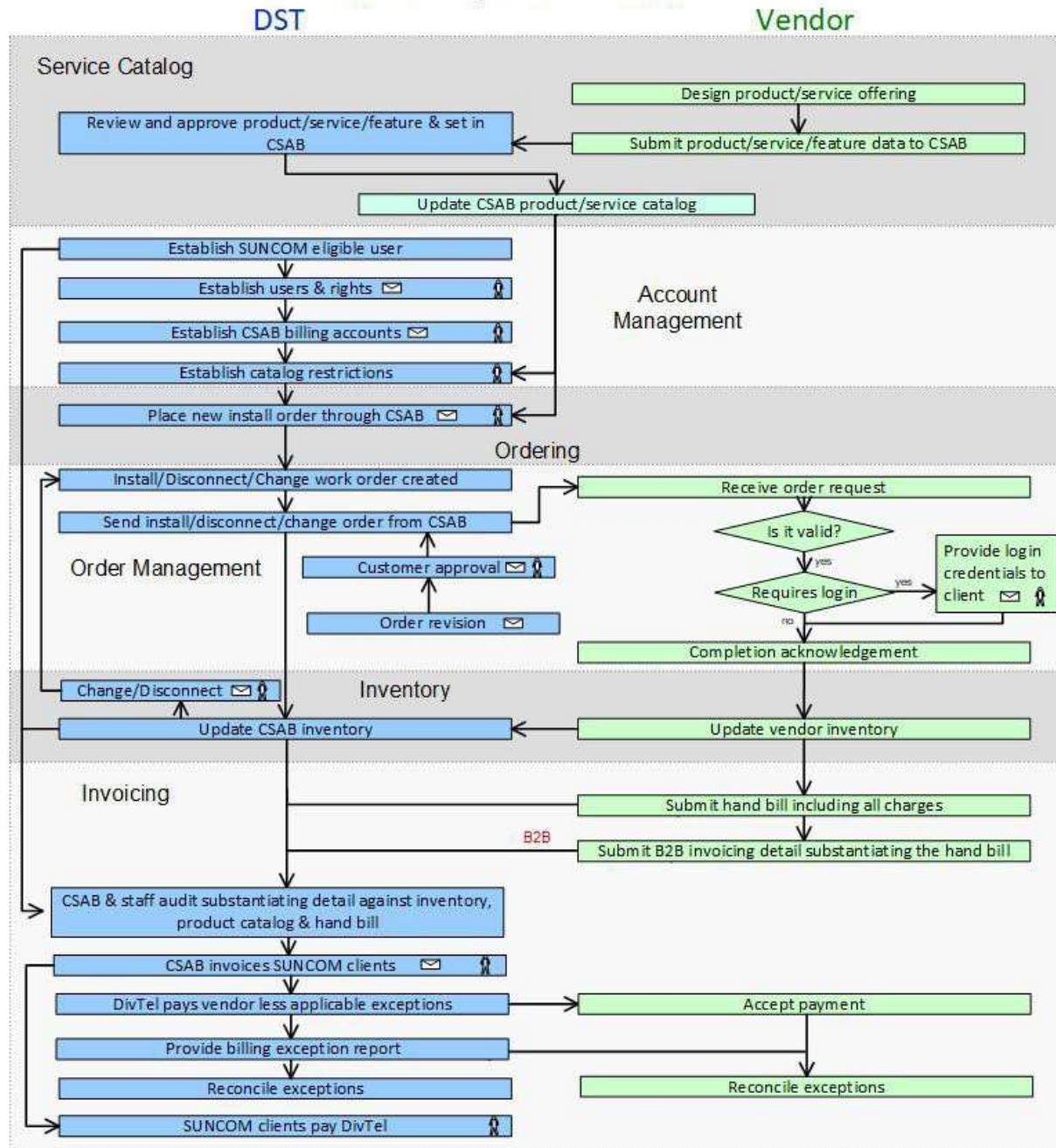
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

### 5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SUNCOM Steady State Business Process





### 5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

### 5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

#### 5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

#### 5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall



not use manual review and data entry for invoicing substantiation (B2B-6).

## 5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Services Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

## 5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

## 5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

## 5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a “shopping cart” when a Customer “checks-out.”
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed..

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.



## 5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

## 5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of:

1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10<sup>th</sup> calendar day of each month, unless otherwise agreed with DMS in writing.

## 5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

## 5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

## 5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

## 5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

## 5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

## 5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1<sup>st</sup> and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

## 6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

### 6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

### 6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEU's not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.



The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1.**

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

### 6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

### 6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2.** This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

### 6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3.** The report requirements are as follows:



1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

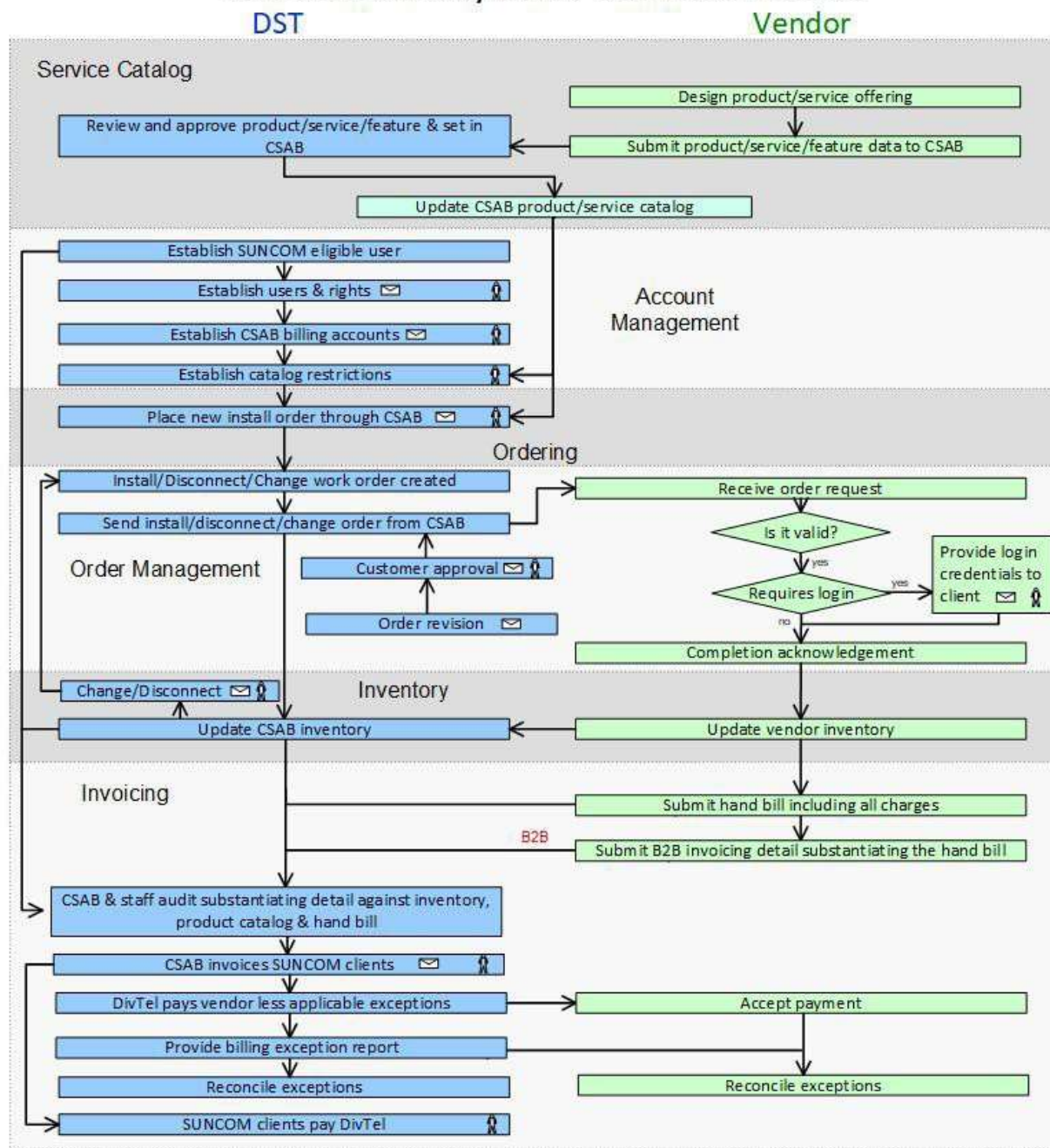
## 6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF- 2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.



## SUNCOM Steady State Business Process



**B2B** means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

 SUNCOM Client action required       SUNCOM Client notified

### 5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

### 5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

#### 5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

#### 5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall



not use manual review and data entry for invoicing substantiation (B2B-6).

## 5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Services Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

## 5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.



## 5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

## 5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a “shopping cart” when a Customer “checks-out.”
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed..

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

## 5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

## 5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of:

1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10<sup>th</sup> calendar day of each month, unless otherwise agreed with DMS in writing.

## 5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

## 5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

## 5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

## 5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

## 5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

## 5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1<sup>st</sup> and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

## 6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

### 6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

### 6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.



The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1.**

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

### 6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

### 6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2.** This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

### 6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3.** The report requirements are as follows:



1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

## 6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF- 2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.



## Innovation to Connect You to the World

### AT&T Response to The State of Florida Department of Management Services' ITN NO: DMS-19/20-006 for Mobile Communication Services (MCS-2), Public Safety Service Plans and Devices Information

February 12, 2021

James Gwynn III  
Client Solutions Exec 3 Int Mob Sled  
AT&T  
1820 E Park Ave, 200  
Tallahassee, FL 32301  
Office: 850-216-3554  
Cell: 850-228-3565  
[jg123r@us.att.com](mailto:jg123r@us.att.com)



**Proposal Validity Period**—The information and pricing contained in this response (the “Response” or the “Proposal”) is valid for a period of three hundred and sixty five (365) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

**Terms and Conditions**—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

**Software**—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

**Copyright Notice and Statement of Confidentiality**—©2021 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



## Table of Contents

|                                                                                                                 |    |
|-----------------------------------------------------------------------------------------------------------------|----|
| DMS-19/20-006 Mobile Communications Services (MCS-2), Public Safety Service Plans and Devices Information ..... | 1  |
| Information Content.....                                                                                        | 1  |
| Proposed Plans and Devices .....                                                                                | 1  |
| Emergency Response and Deployable Technologies .....                                                            | 4  |
| Customer Service.....                                                                                           | 5  |
| Eligible Users .....                                                                                            | 7  |
| Coverage .....                                                                                                  | 8  |
| Priority.....                                                                                                   | 8  |
| Portals, Dashboards and User Control.....                                                                       | 10 |
| Pricing.....                                                                                                    | 11 |
| Timeline.....                                                                                                   | 11 |
| Redactions.....                                                                                                 | 12 |



# DMS-19/20-006 Mobile Communications Services (MCS-2), Public Safety Service Plans and Devices Information

## Information Content

### Proposed Plans and Devices

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in Attachment A – Statement of Work, section 4. Public Safety Service Plans and Devices.

#### AT&T Response:

AT&T meets or exceeds the expectations in 4.0, except 4.1.3. We have also submitted clarifying language to section 4.5 in our original submission of document

**ATT04\_TECHNICAL**

**RESPONSE\_F1289946615\_AttachmentAStatementofWork\_2020\_1123.pdf**

Because this information is CONFIDENTIAL, we have included an excerpt of Section 4 with this response, along with a redacted copy of Section 4.

### FirstNet Rate Plans

FirstNet rate plans are provided on pages 46 through 48 of our original submission document: ATT07b\_AT&T MCS ITN No. DMS-19\_20-006 EUPL Update\_2020\_1123.pdf. We have included the excerpt below.

### CUSTOM FIRSTNET MOBILE PLANS

#### 1. FirstNet Custom Offer:

Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §2 (including all sub-sections and Tables), Contractor will provide Customer and the FirstNet Eligible Users, as defined in this Amendment, the following custom offer: the FirstNet Mobile Plans as described in Section 2.1 herein (the “Custom FirstNet Mobile Pooled and Unlimited Plans”) the FirstNet Mobile Plans – Subscriber Paid as described in Section 2.2 herein (the “Custom FirstNet Mobile

Subscriber Paid Plans”) and the FirstNet Activation Credit as described in Section 2.3 herein, collectively referred to herein as the “Custom FirstNet Mobile Plans”. The Custom FirstNet Mobile Plans are, at times, referred to as the “Custom Offer”. The Custom Offer is available for the term of the Agreement.

### 1.1 Custom FirstNet Mobile Pooled and Unlimited Plans.

The Custom FirstNet Mobile Pooled and Unlimited Plans shall consist of the following:

| TABLE 1.1.1<br>CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**                    |                    |                |                |                 |                 |                   |                   |
|-----------------------------------------------------------------------------------------|--------------------|----------------|----------------|-----------------|-----------------|-------------------|-------------------|
|                                                                                         | Add<br>-a-<br>Line | 2GB            | 5GB            | 50GB            | 100GB           | 500GB             | 1000GB            |
| For use with an unsubsidized device                                                     | \$15.99<br>MSC*    | \$24.50<br>MSC | \$36.00<br>MSC | \$205.00<br>MSC | \$373.00<br>MSC | \$1,745.00<br>MSC | \$3,350.00<br>MSC |
| For use with a subsidized device                                                        | \$35.99<br>MSC     | \$44.50 MSC    | \$56.00<br>MSC | \$225.00<br>MSC | \$393.00<br>MSC | \$1,765.00<br>MSC | \$3,370.00<br>MSC |
| *MSC means Monthly Service Charge<br>** Plans outlined include Unlimited Voice and Text |                    |                |                |                 |                 |                   |                   |

| TABLE 1.1.2*<br>CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES* |                                   |
|-------------------------------------------------------------------------|-----------------------------------|
| Add-a-Line for use with an unsubsidized device                          | \$10.99<br>Monthly Service Charge |
| Add-a-Line for use with a subsidized device                             | \$22.99<br>Monthly Service Charge |
| *Plans outlined above include Unlimited Voice and Text                  |                                   |

| TABLE 1.1.3<br>CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES |                    |                |                |                 |                 |                   |                   |
|--------------------------------------------------------------------------|--------------------|----------------|----------------|-----------------|-----------------|-------------------|-------------------|
|                                                                          | Add<br>-a-<br>Line | 2GB            | 5GB            | 50GB            | 100GB           | 500GB             | 1000GB            |
| For use with an unsubsidized device                                      | \$10.00<br>MSC     | \$16.00<br>MSC | \$23.00<br>MSC | \$200.00<br>MSC | \$368.00<br>MSC | \$1,740.00<br>MSC | \$3,343.00<br>MSC |
| For use with a subsidized device                                         | \$20.00<br>MSC     | \$26.00<br>MSC | \$33.00<br>MSC | \$210.00<br>MSC | \$378.00<br>MSC | \$1,750.00<br>MSC | \$3,353.00<br>MSC |

| TABLE 1.1.4<br>CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS                                                                                                   |                                     |                                      |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------|---------------------------------|
|                                                                                                                                                         | Unlimited Enhanced for Smartphones* | Unlimited Standard for Smartphones** | Unlimited for Data-only Devices |
| Monthly Service Charge                                                                                                                                  | \$44.99                             | \$39.99                              | \$34.99                         |
| *Enhanced Smartphone includes Unlimited, Voice, Text, Data, and Mobile Hotspot<br>** Standard Smartphone includes Unlimited, Voice, Text, and Data only |                                     |                                      |                                 |

| TABLE 1.1.5<br>CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS                                             |                                   |
|-----------------------------------------------------------------------------------------------------|-----------------------------------|
| Unlimited FirstNet Enhanced PTT Only Plan<br>for use with an unsubsidized, compatible Feature Phone | \$9.99<br>Monthly Service Charge  |
| Unlimited FirstNet Enhanced PTT Only Plan<br>for use with a subsidized, compatible Feature Phone    | \$17.99<br>Monthly Service Charge |
| *Enhanced PTT includes Unlimited, Voice, Text, Data, and Mobile Hotspot                             |                                   |

## FirstNet Devices

FirstNet pricing was included with our original submission in document - ATT07a\_AT&T MCS ITN No. DMS-19\_20-006 Device Price List\_2020\_1123.pdf. We have included the excerpt from that document below.

FirstNet Smartphone Pricing (Qualified Upgrades & New Line Activations)  
Required FirstNet rate plans: \$39.99 or greater rate plan

| MANUFACTURER/<br>MODEL | PRODUCT SKU                 | RETAIL<br>PRICE | PROMOTIONAL<br>PRICE |
|------------------------|-----------------------------|-----------------|----------------------|
| Apple iPhone XR        | 6694C, 6590B, 6592B, 6593B, | \$499.99        | \$0.99               |
| Apple iPhone XS        | 6560B, 6561B, 6562B         | \$899.99        | \$299.99             |
| Apple iPhone XS        | 6574B                       | \$999.99        | \$399.99             |
| Apple iPhone 11        | 6167C, 6154C, 6140C, 6153C, | \$599.99        | \$0.99               |
| Apple iPhone 11 Pro    | 6143C, 6142C, 6151C, 6166C  | \$999.99        | \$499.99             |
| Apple iPhone 12        | 6859C,6858C,6860C,6861C,68  | \$799.99        | \$199.99             |
| Apple iPhone 12 Pro    | 6873C, 6874C, 6875C, 6876C  | \$999.99        | \$399.99             |
| Kyocera DuraForce      | 6758B                       | \$449.99        | \$0.99               |
| Samsung Galaxy S10     | 6842B, 6850B, 6845B, 6867B  | \$749.99        | \$0.99               |
| Sonim XP8 (64GB)       | 6401B                       | \$699.99        | \$0.99               |

FirstNet Feature Phone Pricing (Qualified Upgrades & New Line Activations)

Required FirstNet rate plans: Voice \$22.99 or greater

| MANUFACTURER/<br>MODEL | PRODUCT SKU | RETAIL<br>PRICE | PROMOTIONAL<br>PRICE |
|------------------------|-------------|-----------------|----------------------|
| Sonim XP5s (16GB)      | 6402B       | \$339.99        | \$0.99               |
| Sonim XP3 (16GB)       | 6823B       | \$189.99        | \$0.99               |

FirstNet Modems and Hotspots (Qualified Upgrades & New Line Activations)

Required FirstNet rate plans \$22.00 or greater

| MANUFACTURER/<br>MODEL                          | PRODUCT SKU | RETAIL<br>PRICE | PROMOTIONAL<br>PRICE |
|-------------------------------------------------|-------------|-----------------|----------------------|
| AT&T Global Model<br>USB800                     | 6021C       | \$179.99        | \$0.99               |
| Nighthawk LTE Mobile<br>Hotspot Router          | 6420B       | \$249.99        | \$0.99               |
| Unite Express 2                                 | 6778B       | \$144.99        | \$0.99               |
| Nighthawk 5G Mobile Hotspot<br>Pro Router Model | 6226C       | \$509.99        | \$249.99             |

In addition, we have included a complete list (as of the date of this submission) of FirstNet certified devices in **Appendix 5**.

## Emergency Response and Deployable Technologies

2. Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

### AT&T Response:

The Public safety agency will have 24/7/365 access to deployable satellite-based Cell on Light Truck (COLT) assets. FirstNet, Built with AT&T, commits to having a COLT onsite within 14 hours of calling for one.

In building options for emergency activities are available. This includes products like a GoRed repeater or small cell.

The Public Safety Agency also has access to a dedicated team, the Response Operations Group. This team has significant public safety background and partners with liaisons in the state of Florida to help ensure deployable needs are supported directly.

3. Describe how service plans and devices are not throttled during an emergency.

**AT&T Response:**

All FirstNet customers have unlimited data and will never be throttled for any reason.

4. Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

**AT&T Response:**

Permanent generator backup power is a cornerstone of resilience. AT&T is investing heavily in backup generation. Portable generators are also available throughout the State and can be called upon to bring up a site much faster than a satellite COLT in most circumstances. All generators in the state are reserved for public safety needs first.

Other items such as a fiber cut can be expedited for restoral and a COLT can be dispatched for temporary support as needed. All new cell site builds include permanent generators.

## Customer Service

5. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

**AT&T Response:**

All customers are automatically enrolled in dedicated FirstNet Customer Support at no cost. The dedicated FirstNet Customer Support team supports **ALL** subscribers with **ALL** FirstNet inquiries including billing, ordering, and technical support.

FirstNet Customer Support can be reached at one number for all inquiries (800.574.7000), with chat and offline support via FirstNet Central.

FirstNet Customer Support is staffed by tenured agents with years of experience supporting public safety entities.

Our advanced FirstNet care and support is revolutionary in giving FirstNet customers views into network and support that have never before been available by commercial carriers.

We have included a brief description of the FirstNet Central portal in **Appendix 6**. In addition, we would like to provide a formal demonstration to the State to discuss the full depth and breadth of the support capabilities and features available from our customer support team and customer portal.

6. Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts.

**AT&T Response:**

Inside the FirstNet Central portal, administrators have access to view the current status of the network. The Advanced Network View page contains pertinent, near real-time information about the network, including situational awareness information regarding service outages, planned network maintenance, current weather and traffic at the location you specify.

A location is accessible through its complete street address, or other options, such as city name and state, or just a zip code.

Should you wish to be notified of issues occurring in your area, you may sign up for network alerts from this page. These alerts will be sent via email, SMS or through the FirstNet Assist mobile app.

**Appendix 6** provides an overview of the FirstNet Central portal.

7. Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

**AT&T Response:**

FirstNet Central Portal - Advanced Network View provides administrators with the current status of the network. The Advanced Network View page contains pertinent, near real-time information about the network, including situational awareness information regarding service outages, planned network maintenance, current weather and traffic at the location you specify. A location is accessible through its complete street address, or other options, such as city name and state, or just a zip code. Should you wish to be notified of issues occurring in your area, you may sign up for network alerts from this page. These alerts will be sent via email, SMS or through the FirstNet Assist mobile app.

**Appendix 6** provides an overview of the FirstNet Central portal.

8. Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

**AT&T Response:**

Advanced Technical Support option for customers with an internal helpdesk; supporting Network, Uplift, Advanced Solutions, Distributed Antenna Systems, Internet of Things and more.

In addition to the FirstNet Customer Support and FirstNet Central portal, we have additional capabilities to support our FirstNet Push to Talk (PTT) offer. Please see **Appendix 7** which contains specific information on the FirstNet Push to Talk (PTT) service and support. We also describe the Customer Administration Setup and Training (CAST) support in **Appendix 8**.

## Eligible Users

9. Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

**AT&T Response:**

AT&T shall determine those Public Safety Entities eligible for the FirstNet Solution using policies and procedures established and published by the FirstNet Authority. Such policies and procedures shall be consistent with the requirements of the Act, as the Act is interpreted by the FirstNet Authority.

Public Safety Entities are classified as either Primary User Public Safety Entities or Extended Primary User Public Safety Entities based on the public safety services they perform.

User eligibility is defined in Section SD.2 of the FirstNet Service Guide and was included in our original submission document: ATT07b\_AT&T MCS ITN No. DMS-19\_20-006 EUPL Update\_2020\_1123.pdf. AT&T Service Guides are dynamic and available online at AT&T and also on the FirstNet Authority website. We have included the most up to date Service Guide in **Appendix 9**.

## Coverage

10. Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

- a. Detailed coverage maps
  - i. Provide detailed in-network voice, high speed (third generation - 3G & fourth generation - 4G, next generation such as 5G) and low speed (second generation - 2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnerships)

### AT&T Response:

CONFIDENTIAL - We provided coverage maps in **Appendix 2** of our original submission, which is also included with this response. Also included is the redacted copy of the submission.

- ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

### AT&T Response:

Coverage for Push-to-Talk (PTT) is identical in all AT&T-owned and operated geographies.

## Priority

11. Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, "Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."



### AT&T Response:

The National Public Safety Telecommunications Council created a series of documents focused on recommendations for the National Public Safety Broadband Network which was realized in the creation of FirstNet. These documents were referenced by 3GPP standards bodies and the FirstNet Authority in development of the standards and requirements that ultimately led to AT&T winning the 25 year contract award. As such, NPSTC recommendations were part of the creation of FirstNet and are not governing documents. AT&T must comply to the contractual requirements spelled out by the FirstNet Authority when delivering services like FirstNet PTT which are compliant to the 3GPP MC-PTT standards. NPSTC has developed a functional description of Mission Critical Voice Communications which specifies Talk around (Direct-Mode Communications), Push-to-Talk, Full Duplex Voice Systems, Talker Identification, Emergency Alerting and Audio Quality. All of which are committed functional components of the FirstNet group communications platform FirstNet PTT was built on. In addition, AT&T recognizes that each agency determines a minimum operational level for an application or service to be deemed as mission critical. Factors such as coverage, reliability, hardening all support building an operational trust that enables an agency to use capabilities in mission critical circumstances. AT&T, through FirstNet are committed to earning that trust and continual network improvement to meet the operational mission of Florida Public Safety.

12. Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks."

### AT&T Response:

While at times, standards may move ahead of network due to a necessary implementation life cycle, the FirstNet contract provides for operations, maintenance and improvement of the FirstNet network to remain in compliance with evolving standards, including 3GPP, TL-9000, ISO 9001, and ATIS-100009 as well as the ITU-T framework. All FirstNet users are provided with a priority experience which is tiered

based on whether the agency qualifies as Extended Primary or Primary Agency. In addition, local control is provided to allow primary agencies to set individual priority levels as well as uplift any user on the FirstNet network to a temporary incident level. AT&T delivers FirstPriority on the FirstNet network. FirstPriority provides special access to B14 spectrum and clears this spectrum when needed for Public Safety. It also provides primary users with the ability to preempt non-emergency commercial traffic for voice and data services, including video/messaging. This capability is provided to all primary user devices in a consistent manner, including data only devices/rate plans and IoT devices managed by the FirstNet Control Center. FirstNet delivers the highest available best effort data priority connection, and automatically prioritizes FirstNet PTT above all other services on the network.

## Portals, Dashboards and User Control

13. Describe the local control portal, as described in SOW section 4.3. Please note a demonstration of this portal may be requested by the negotiation team.

### AT&T Response:

Your administrators use the FirstNet Central portal to manage your FirstNet Built with AT&T account.

This online portal, specifically for FirstNet administrators, provides easy-to-use 24/7 access to manage users, apps, services, and settings. Guided menus at <https://firstnetcentral.firstnet.com/> direct administrators to

- Add, edit, and delete user profiles and permissions
- Purchase standard and specialized devices
- Select, manage, and push apps to devices
- Change features and rate plans
- Check usage, pay bills, and view reports (including network status)
- View network status through Advanced Network View
- Uplift functionality for primary user agencies

We have included a brief description of the FirstNet Central portal in **Appendix 6**. In addition, we would like to provide a formal demonstration to the State to discuss the full depth and breadth of the support capabilities and features available from our customer support team and customer portal.

## Pricing

If the pricing provided in your Response did not contain your complete Public Safety pricing offering, please also provide the pricing. If the Respondent has no additional information to provide from their submitted Services and Discounts Pricing and Vendor's Device List, a resubmission of documents is not being requested.

The singular Services and Discounts Pricing document should address both pricing for Public Safety and non-Public Safety Broadband services. The Respondents are asked to make no changes from the non-Public Safety broadband offerings at this time for clarity. In this situation, the singular document will supplant the Respondent's initial Services and Discounts Pricing Response.

The singular Vendor's Device List document should address both pricing for Public Safety Broadband and non-Public Safety service offerings. The Respondents are asked to make no changes from the non-Public Safety offerings at this time for clarity. In this situation, the singular document will supplant the Respondent's initial Vendor's Device List Response.

The pricing submitted as part of the Respondent's Reply is baseline. This is not an opportunity to change prices.

### AT&T Response:

AT&T provided FirstNet device and rate plan pricing in the following documents with our original submission:

- ATT07a\_AT&T MCS ITN No. DMS-19\_20-006 Device Price List\_2020\_1123
- ATT07b\_AT&T MCS ITN No. DMS-19\_20-006 EUPL Update\_2020\_1123

## Timeline

The Public Safety Broadband information is due to the Procurement Officer by February 11, 2021. This should be submitted by email.

### AT&T Response:

AT&T understands the due date was extended to February 12, 2021.

## Redactions

Refer to ITN section 3.7 Public Records, Respondent's Confidential Information, and Redacted Replies for instructions.

### AT&T Response:

AT&T understands. We have included a redacted copy of **Appendix 2** and a redacted copy of our Section 4 excerpt from **ATT04\_TECHNICAL RESPONSE\_F1289946615\_AttachmentAStatementofWork\_2020\_1123** with this response.

FirstNet - 119.071(3)(d):

(d)1. Information relating to the Nationwide Public Safety Broadband Network established pursuant to 47 U.S.C. ss. 1401 et seq., held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if release of such information would reveal:

- a. The design, development, construction, deployment, and operation of network facilities;
- b. Network coverage, including geographical maps indicating actual or proposed locations of network infrastructure or facilities;
- c. The features, functions, and capabilities of network infrastructure and facilities;
- d. The features, functions, and capabilities of network services provided to first responders, as defined in s. 112.1815, and other network users;
- e. The design, features, functions, and capabilities of network devices provided to first responders and other network users; or
- f. Security, including cybersecurity, of the design, construction, and operation of the network and associated services and products.

2. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

# AT&T & FirstNet

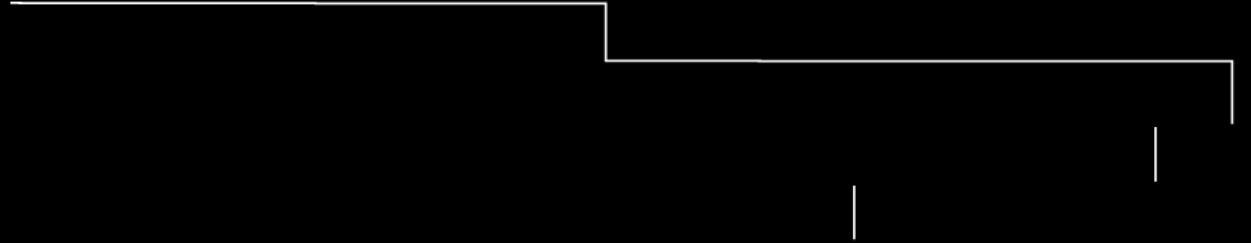
## State of FL

### LTE Coverage

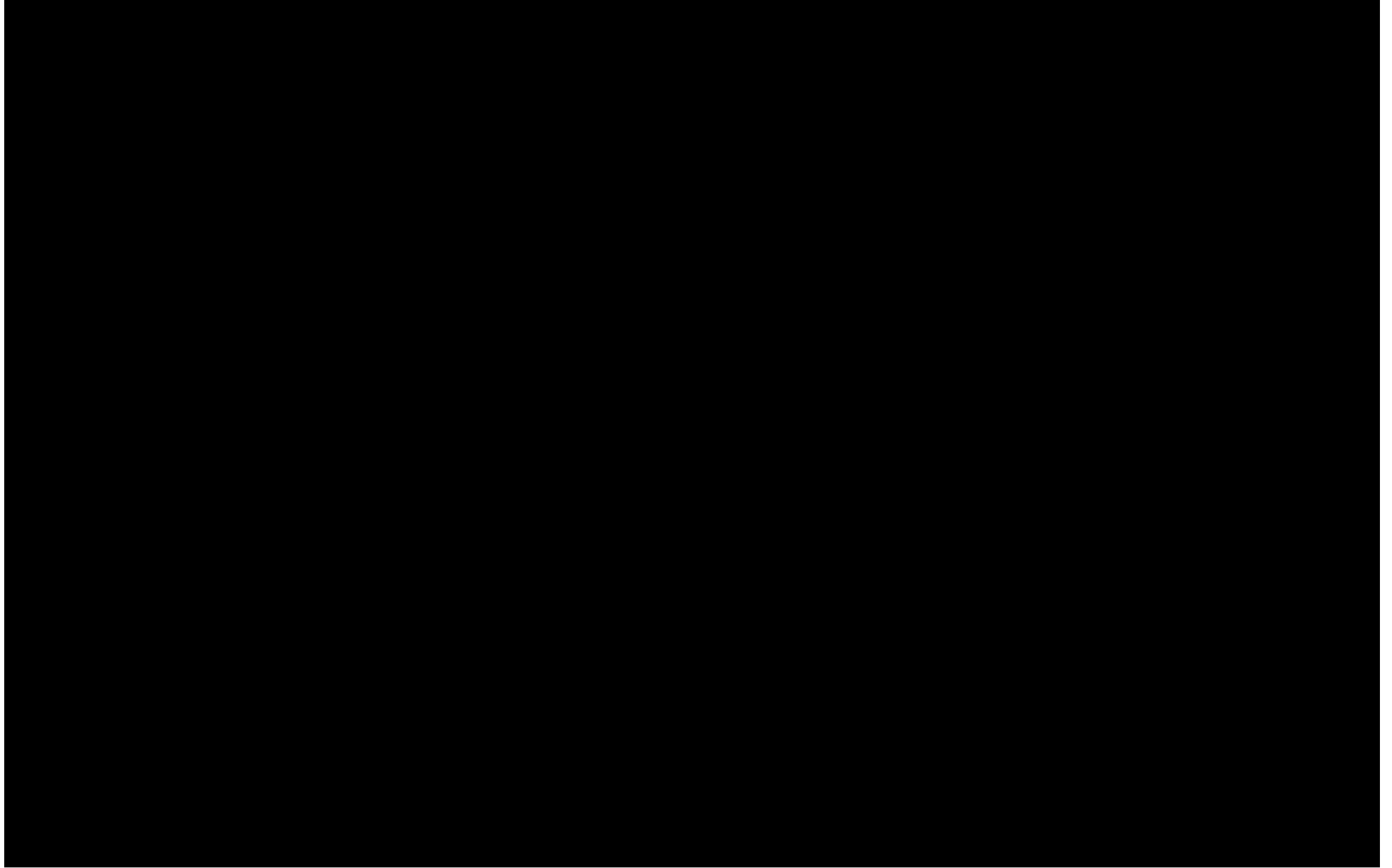


# FIRSTNET<sup>TM</sup>

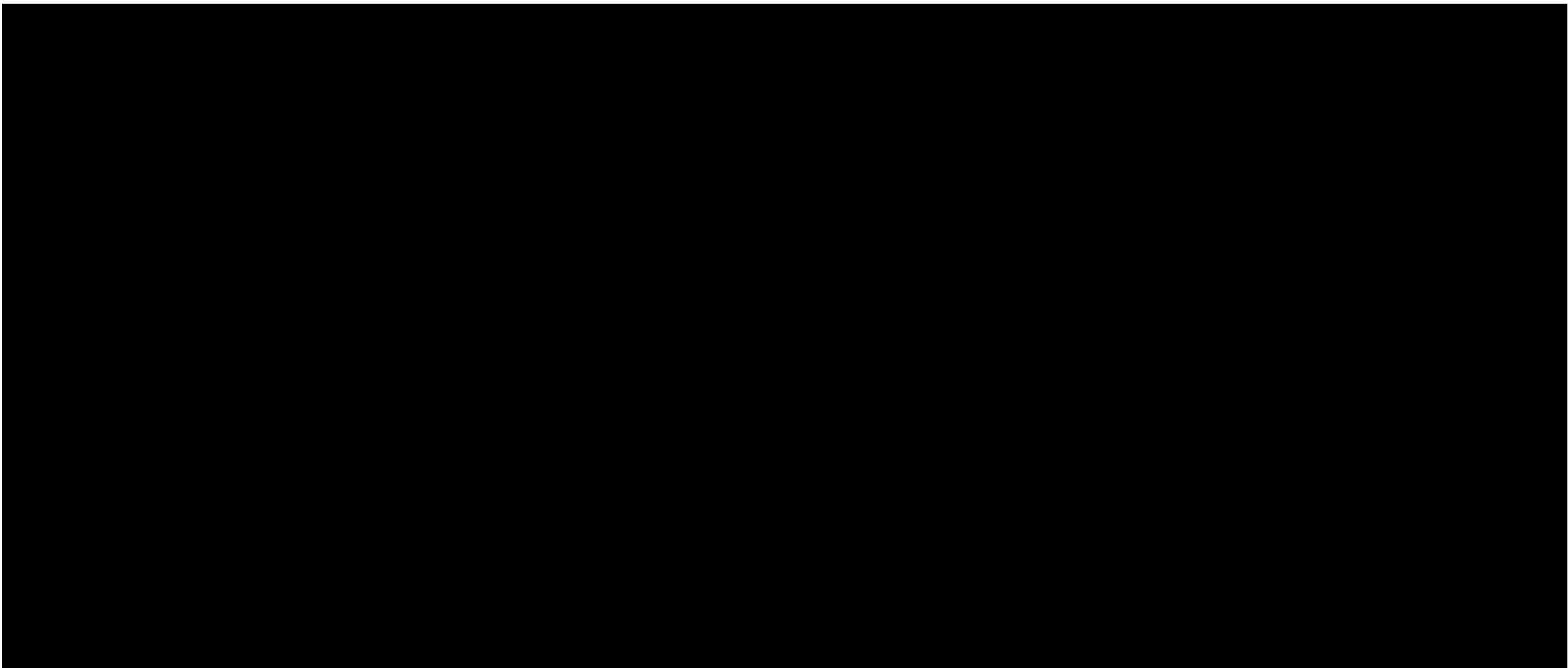
Built with AT&T

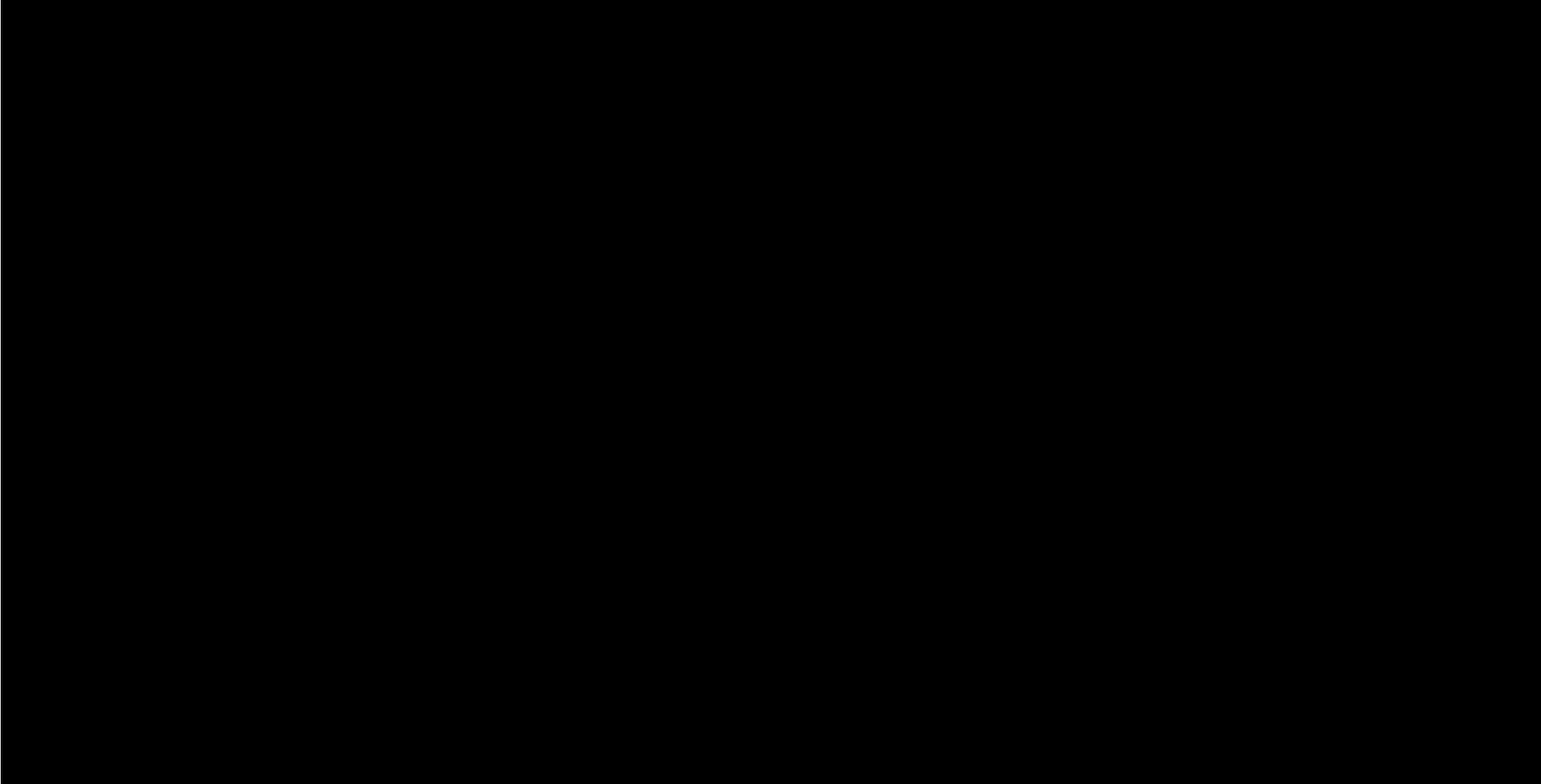


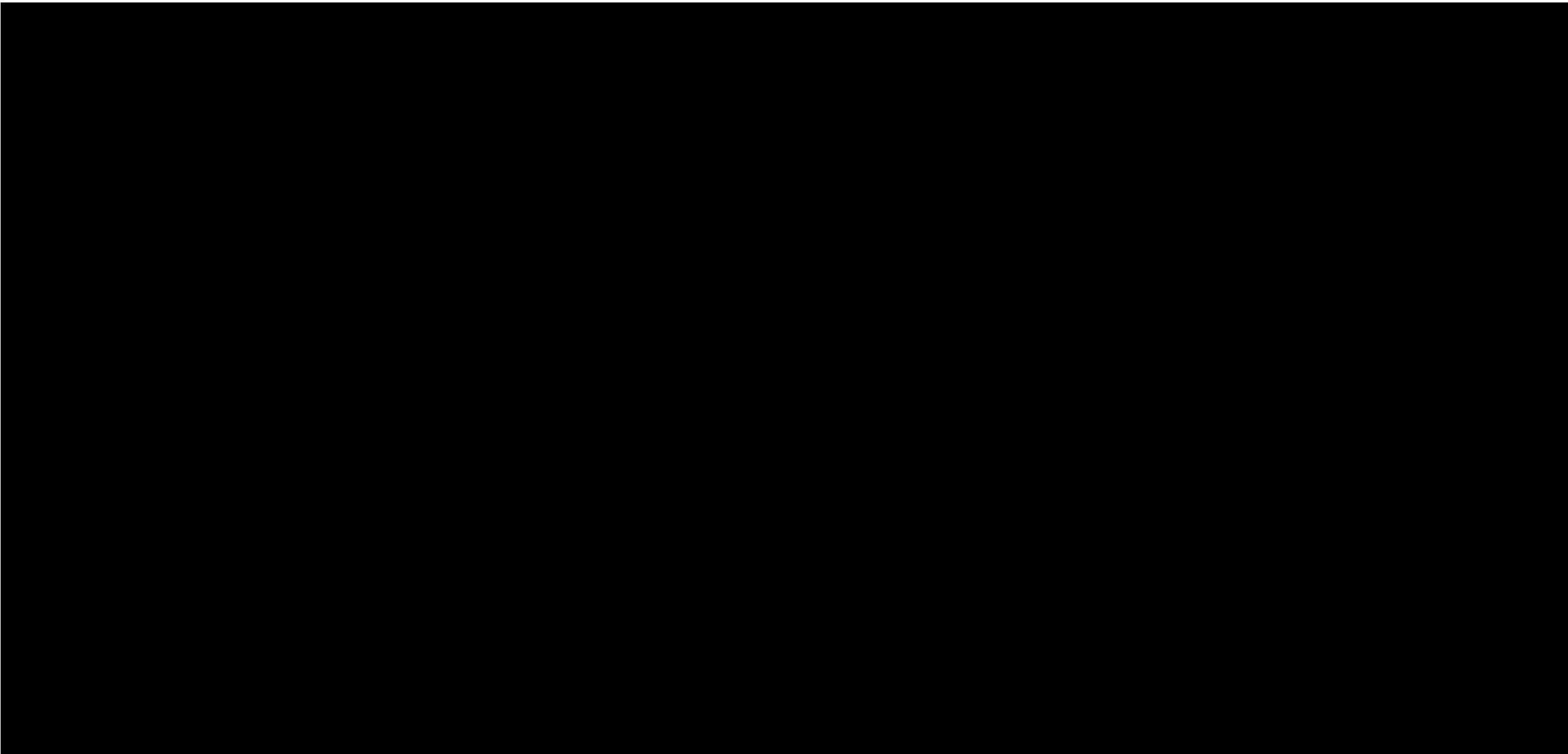


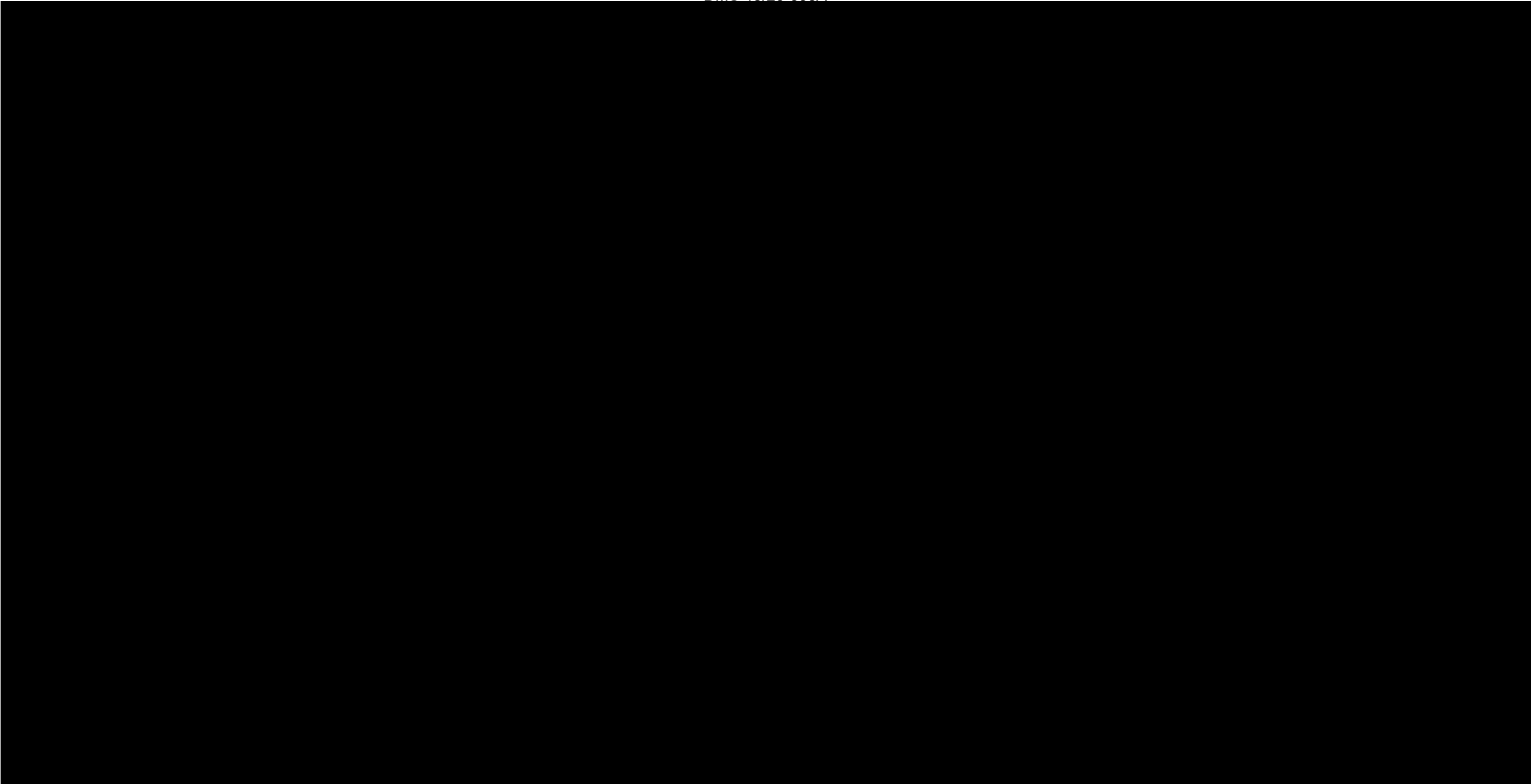


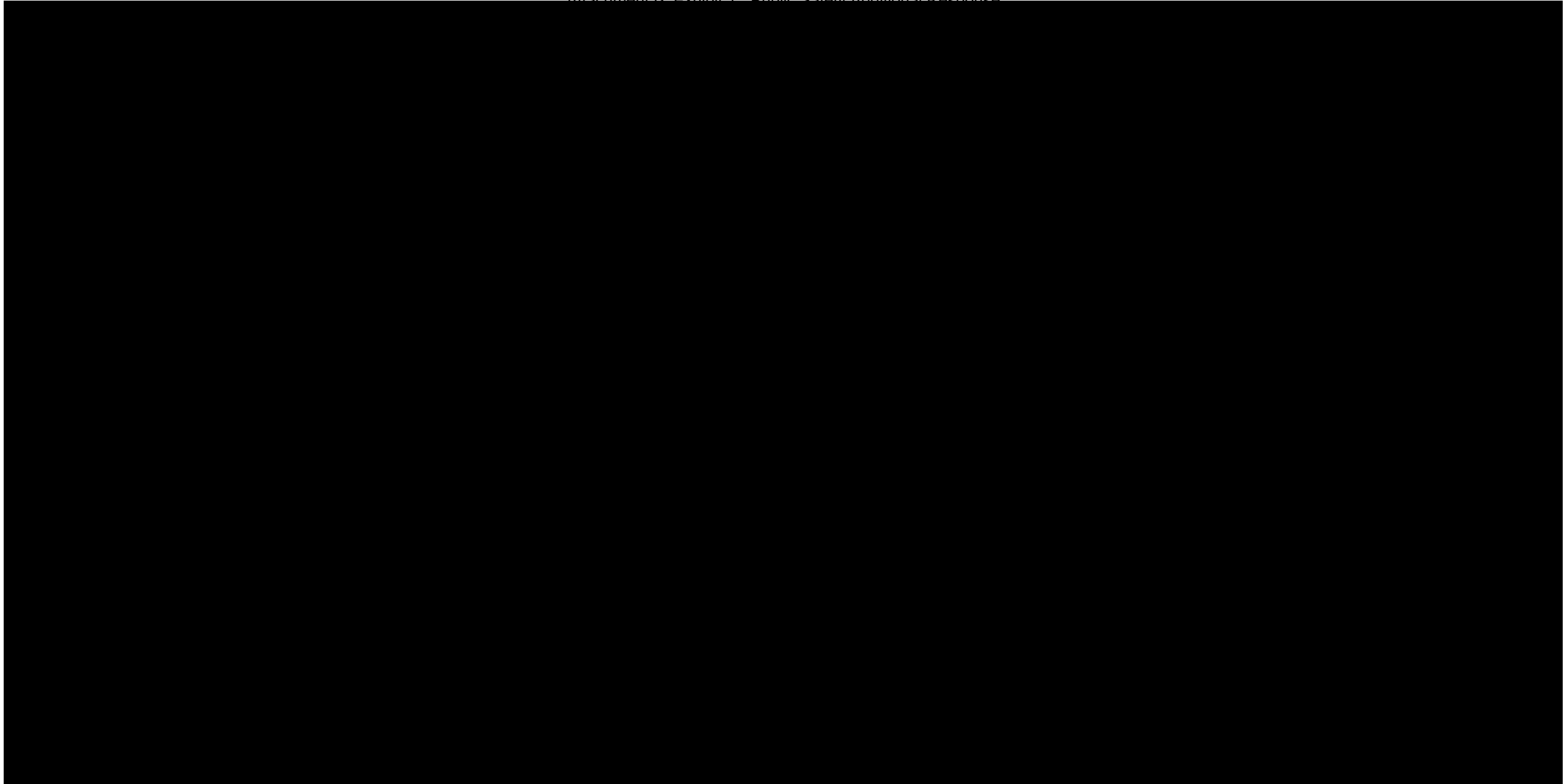










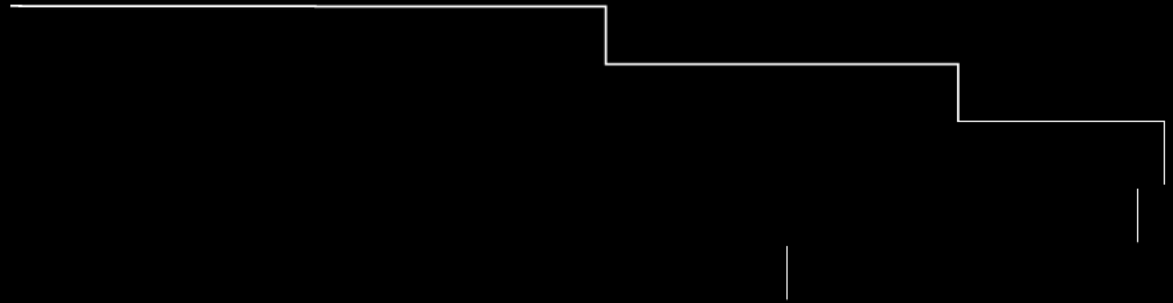


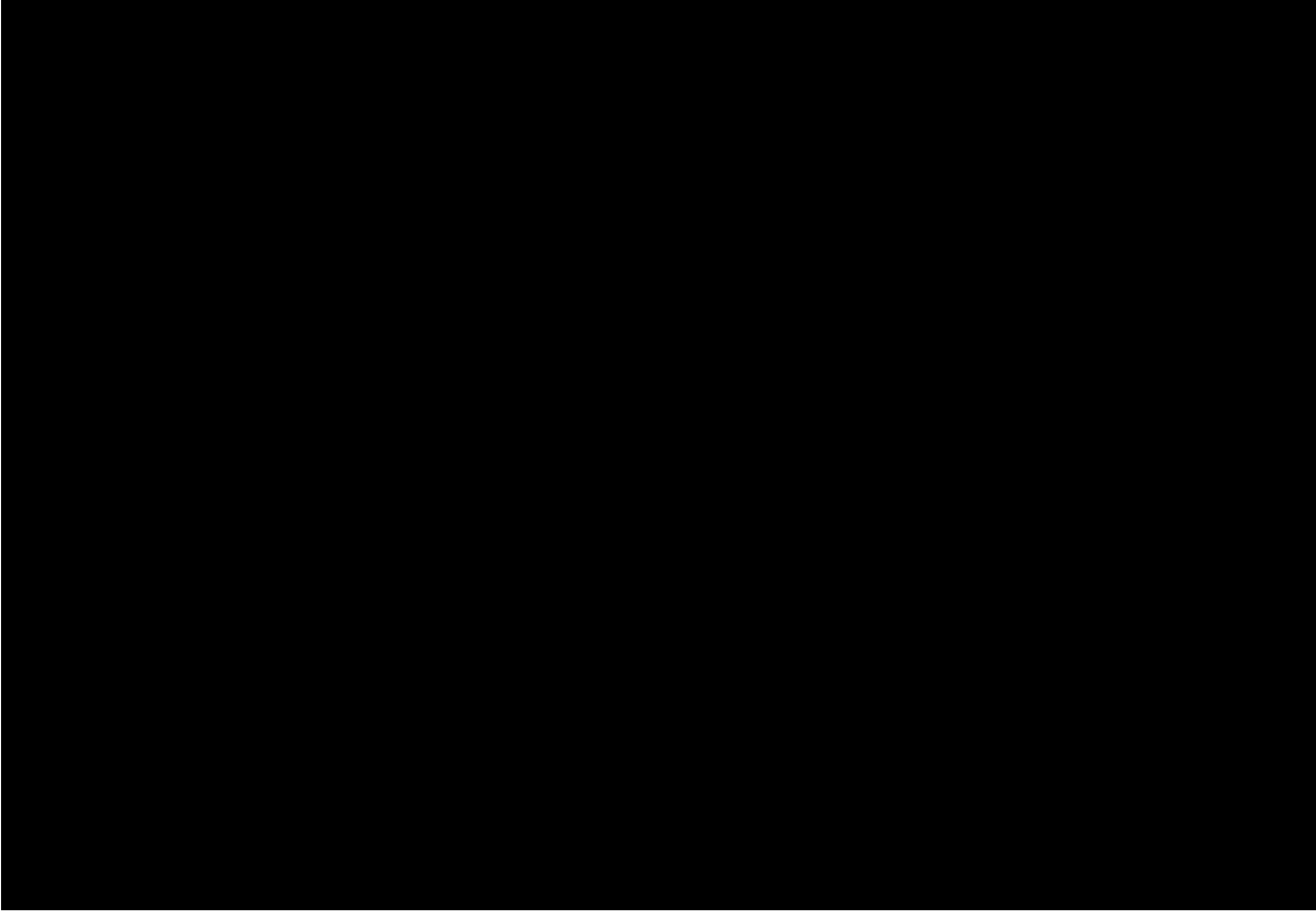
# State of FL Band 14 Coverage

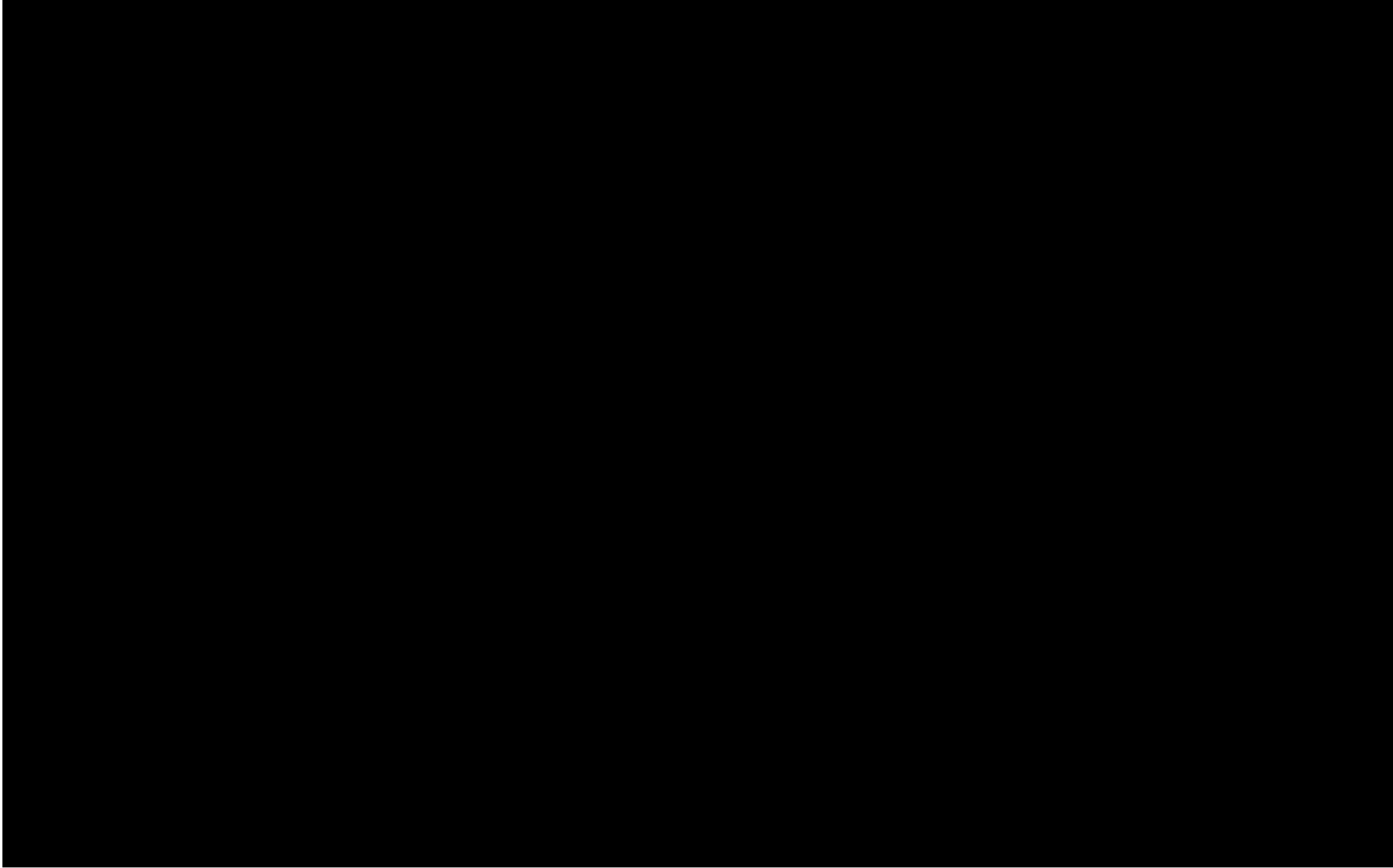


**FIRSTNET**<sup>TM</sup>

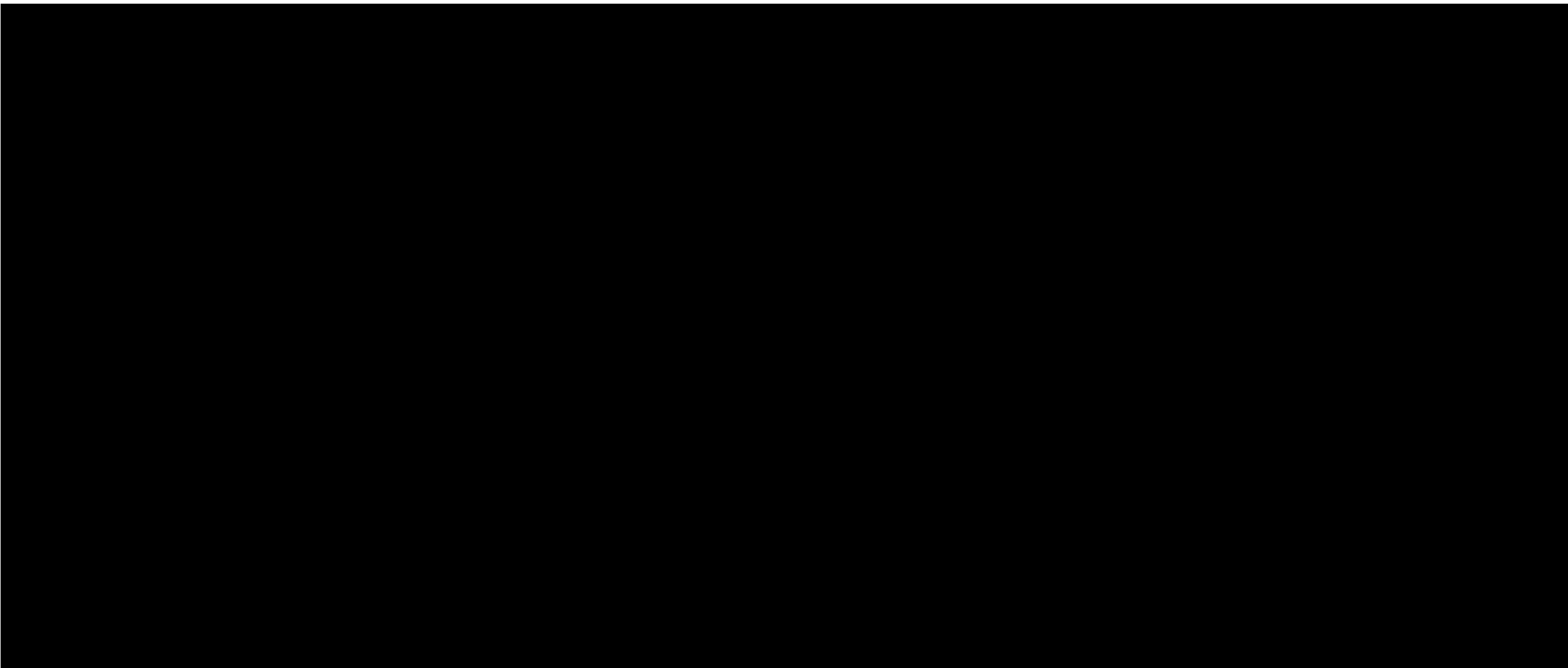
Built with AT&T

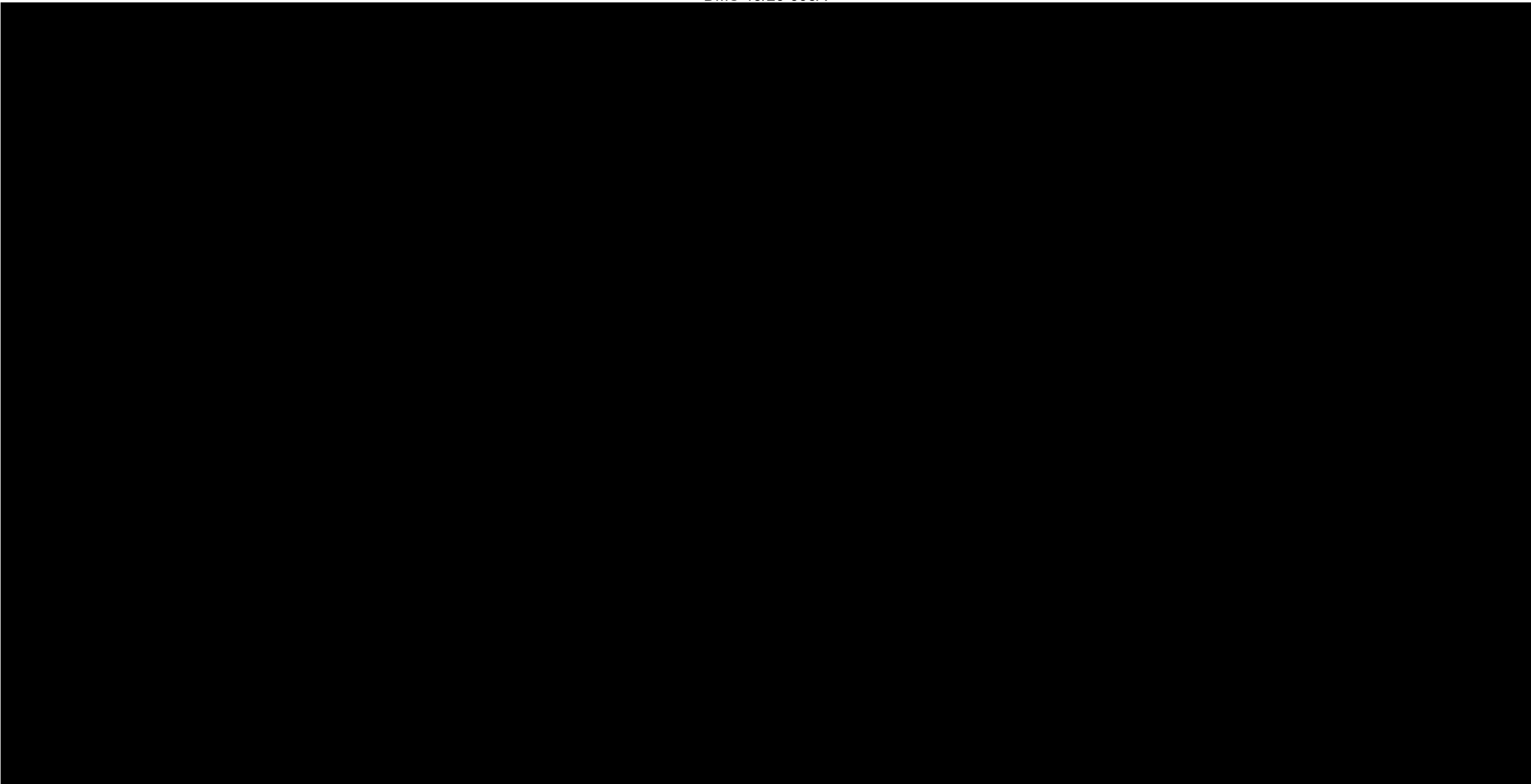


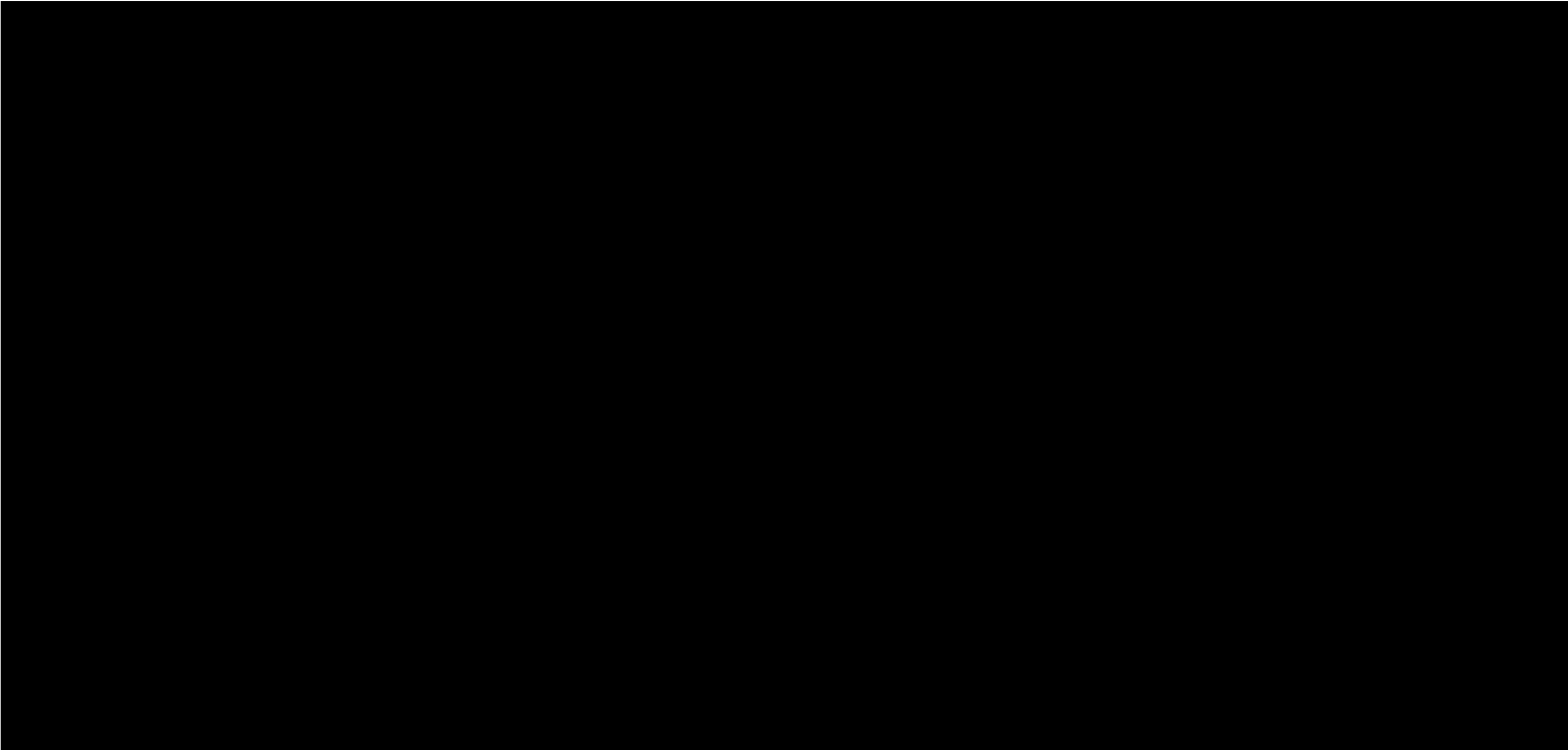


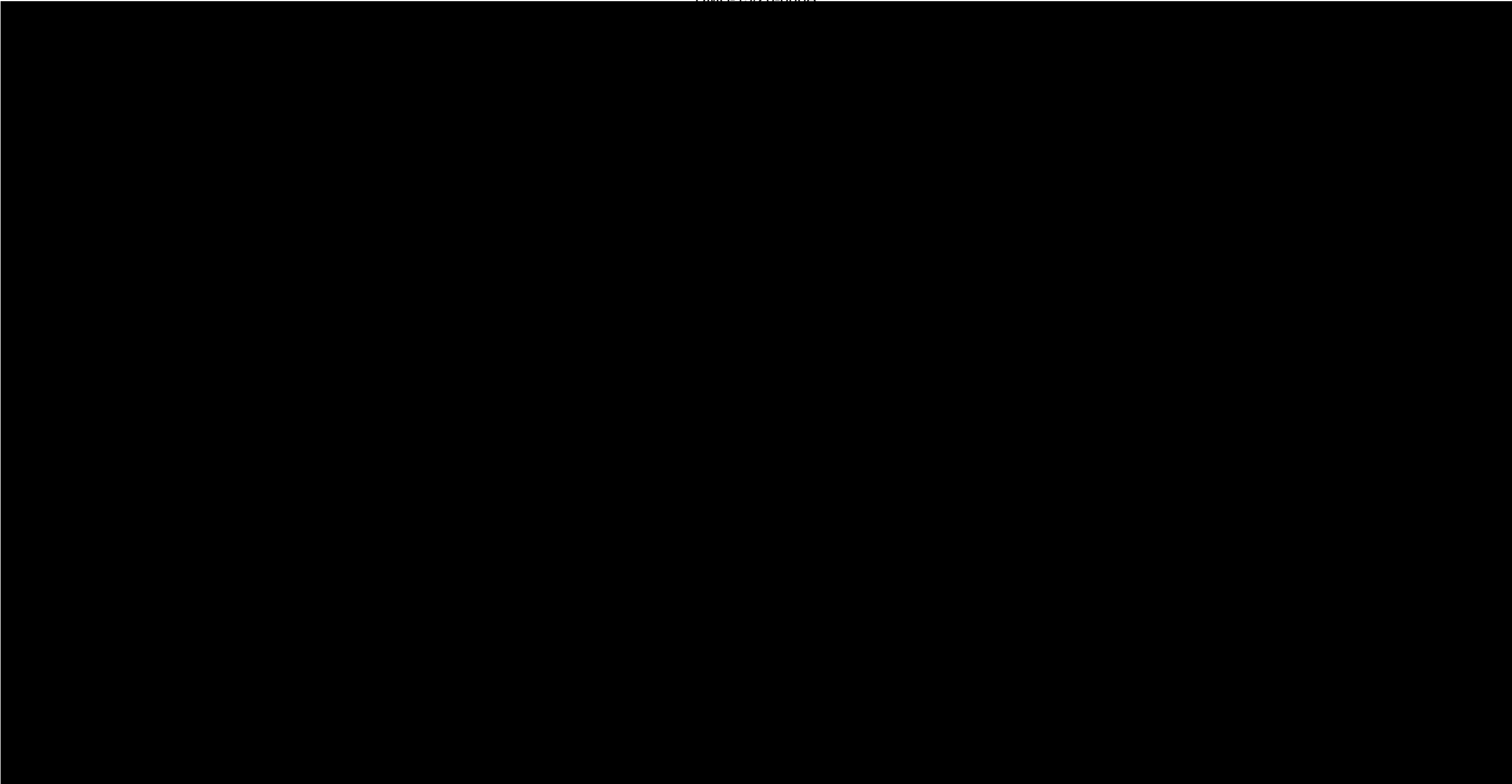


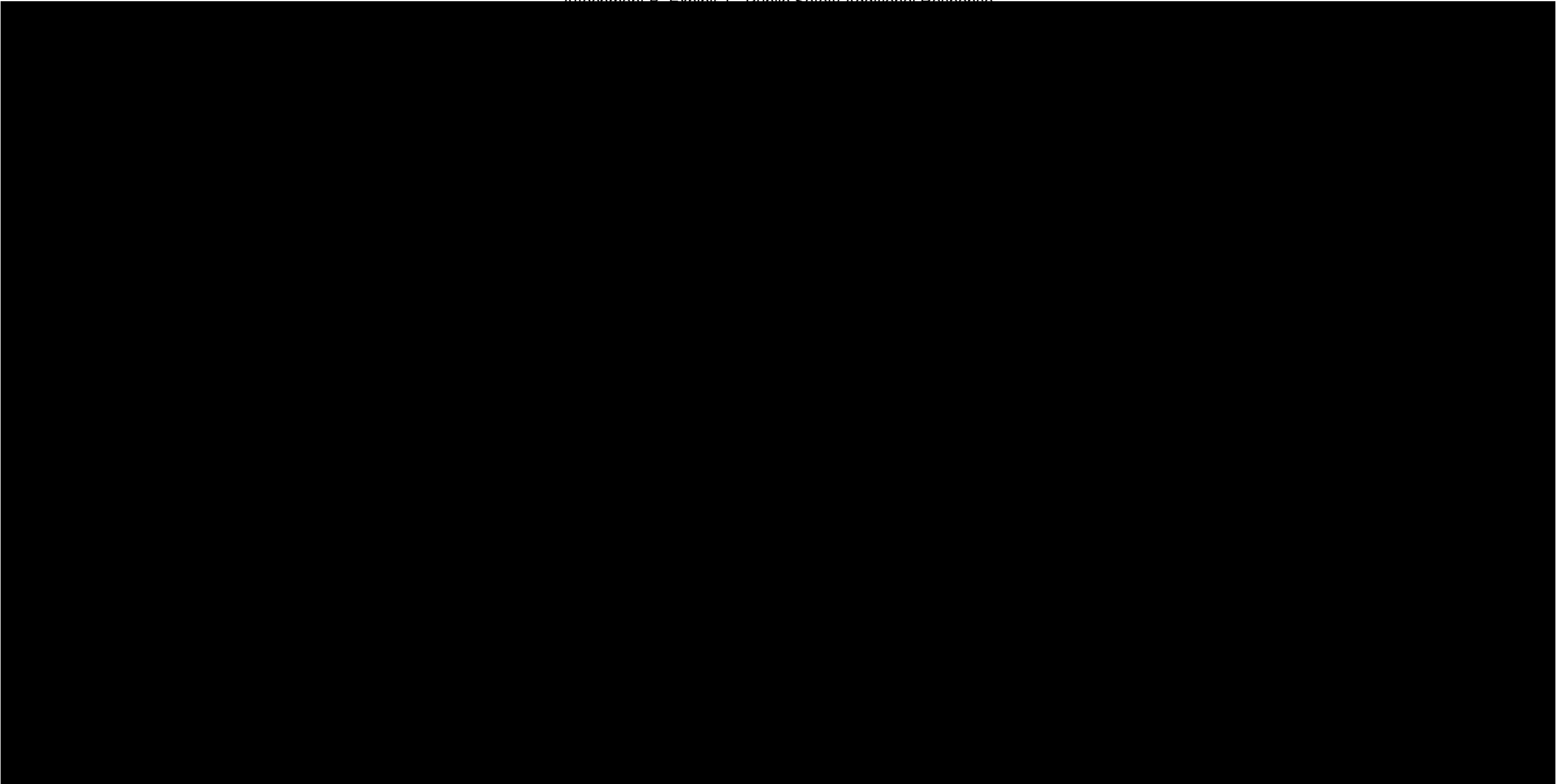






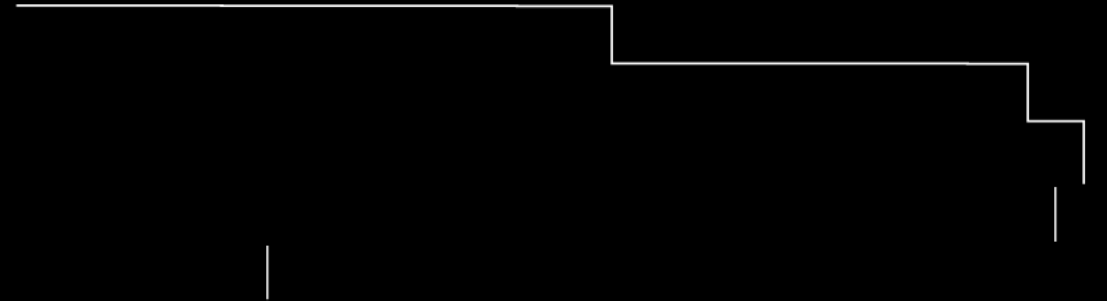


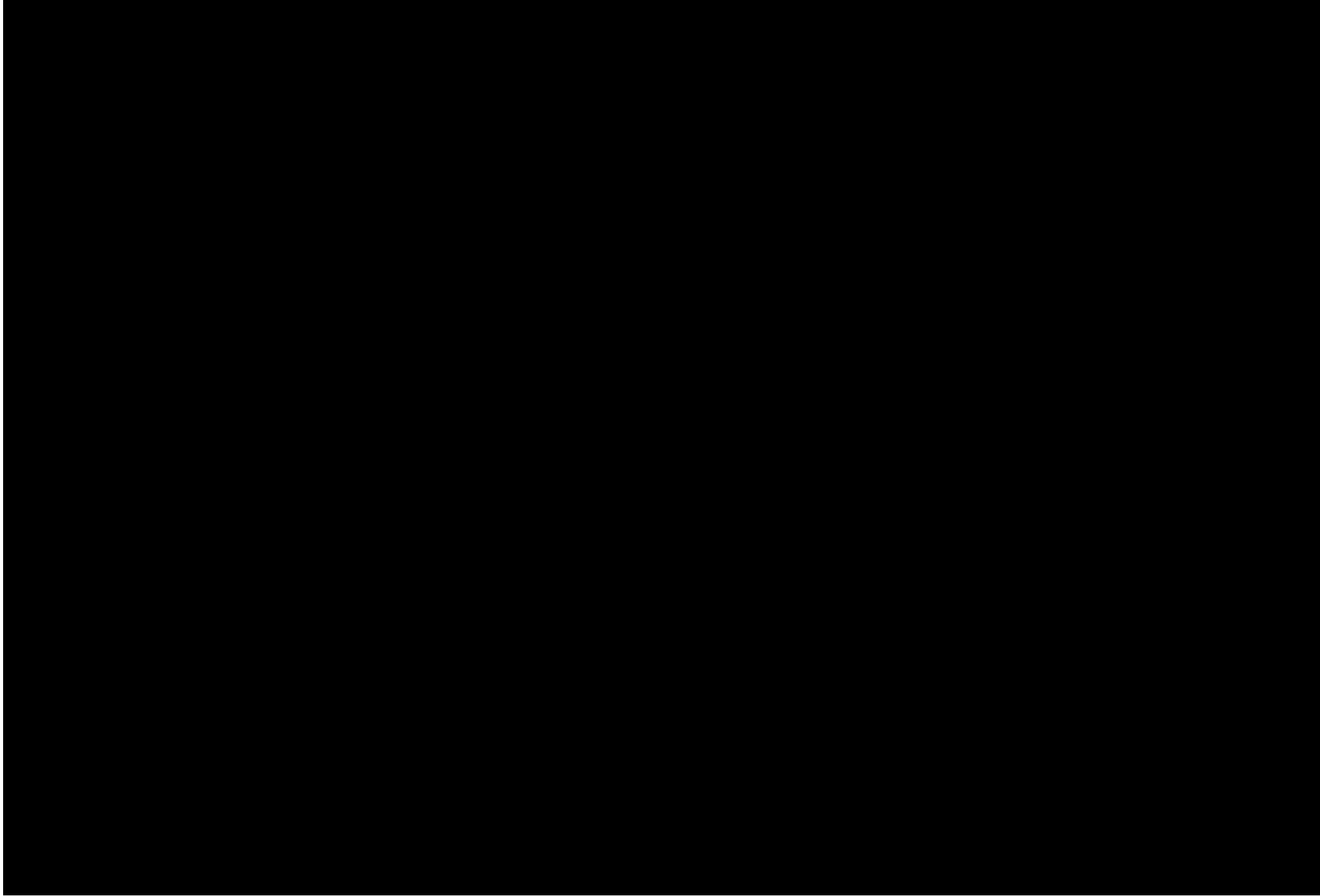


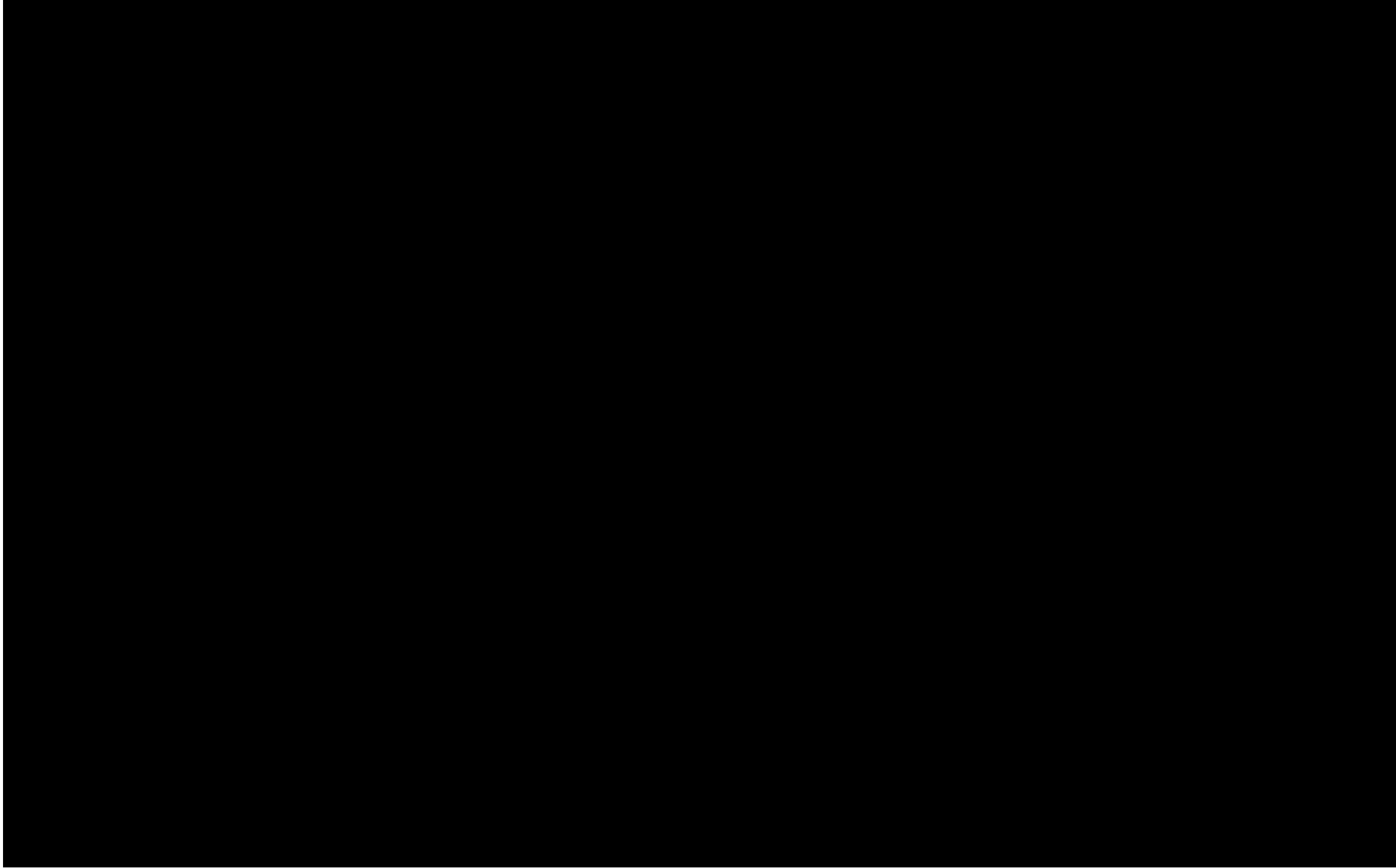


# State of FL

## 5G Coverage

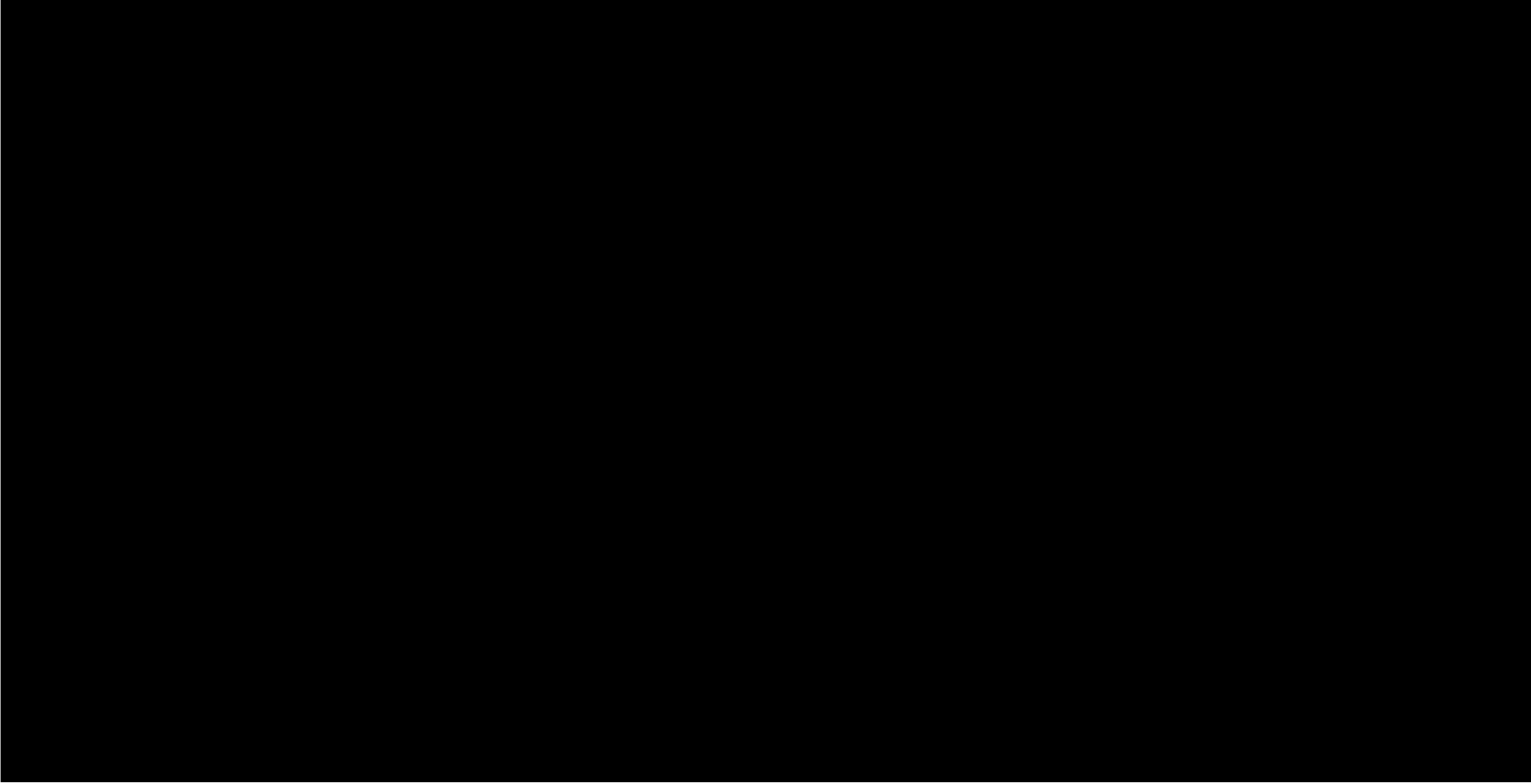


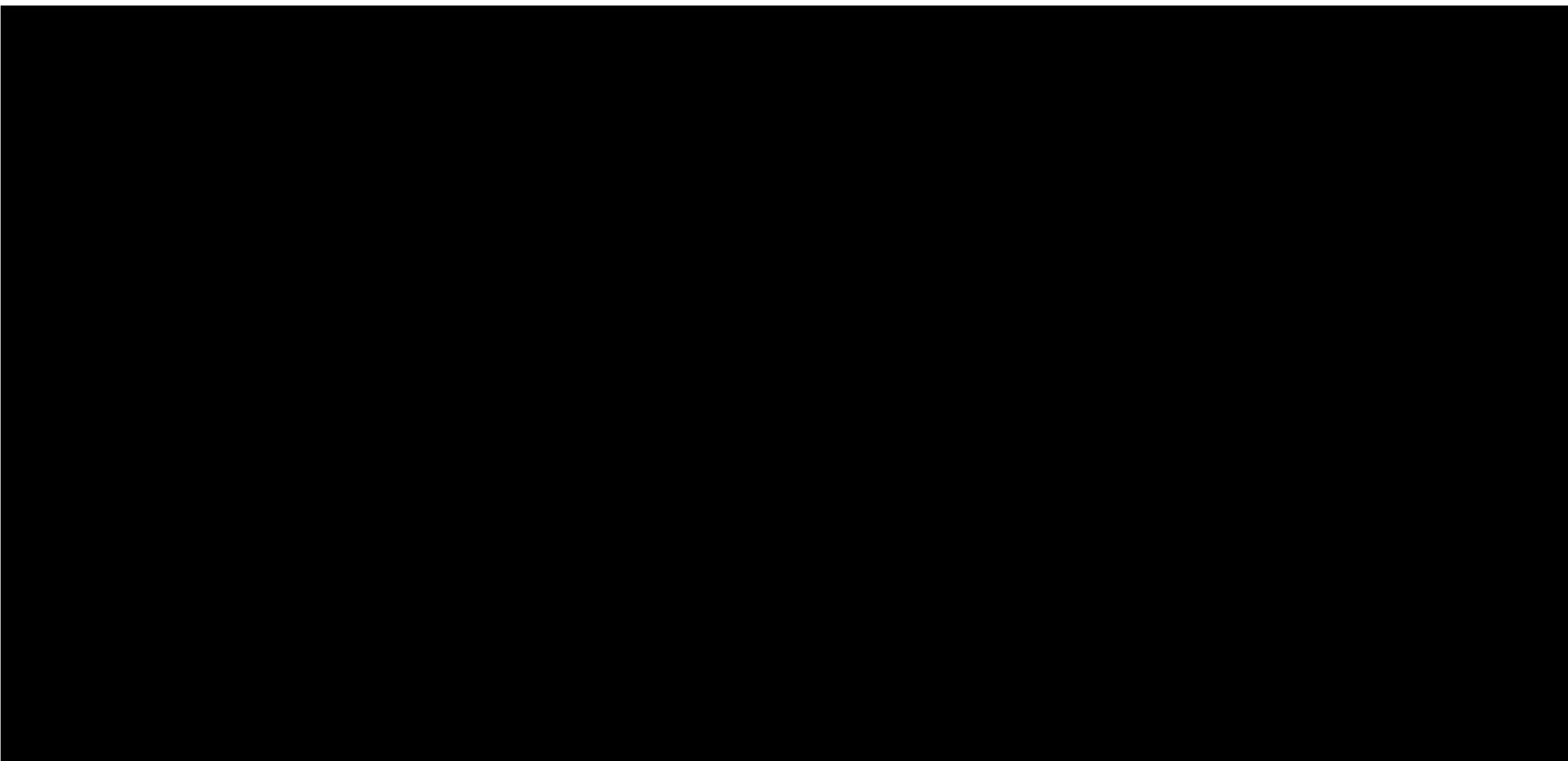


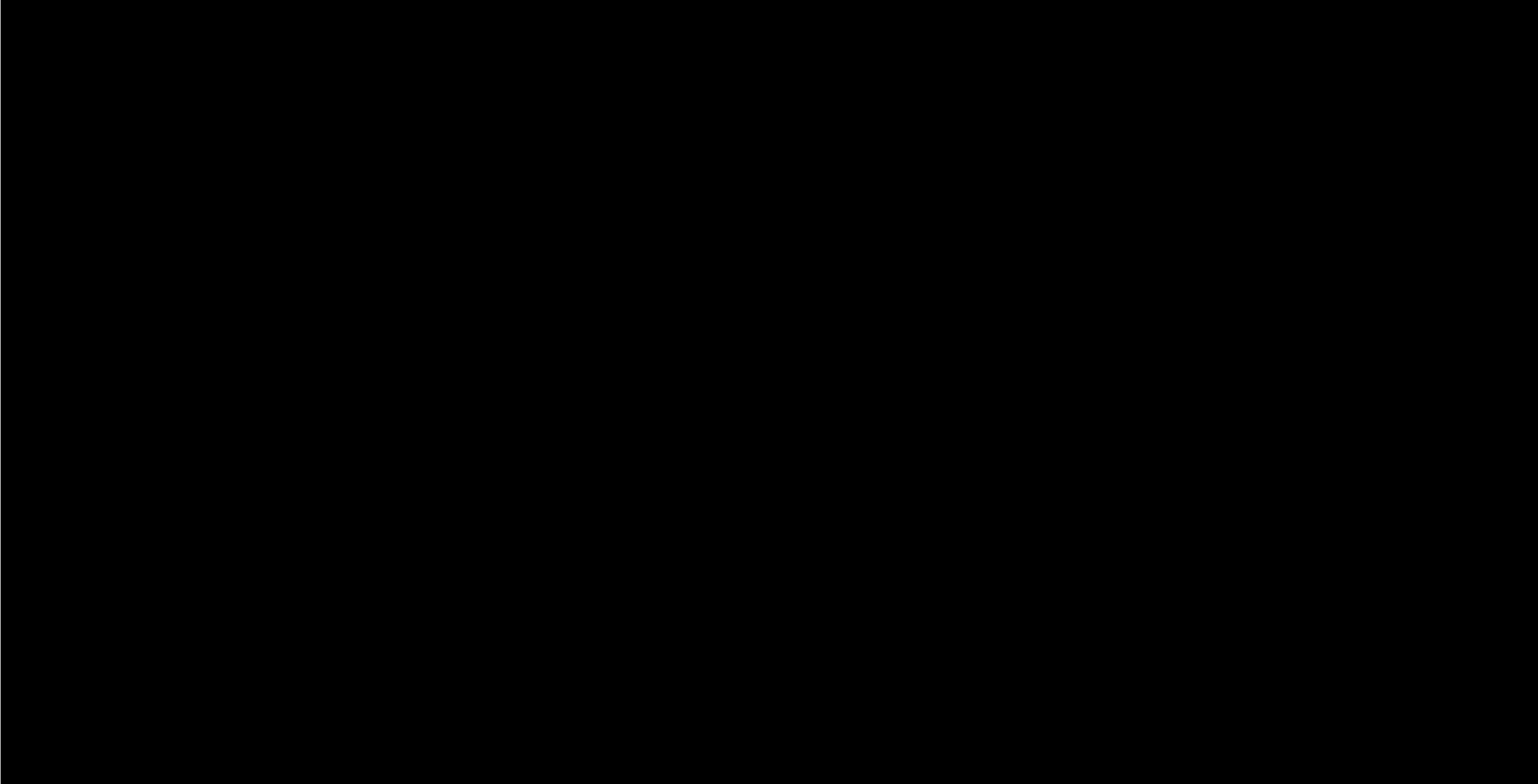
















| FIRSTNET CERTIFIED DEVICES     |                                        |                                        |                                     |                  |
|--------------------------------|----------------------------------------|----------------------------------------|-------------------------------------|------------------|
| Device OEM                     | Device Model                           | Device Name                            | FirstNet Ready or FirstNet Capable? | Band 14 Support? |
| Advance Electronic Design Inc. | URC-1                                  |                                        | FirstNet Ready                      | Yes              |
| Advantech B+B Smartworx        | IRC-3200                               |                                        | FirstNet Ready                      | Yes              |
| Allerio Inc.                   | AMH100                                 |                                        | FirstNet Ready                      | Yes              |
| Apple                          | A2094                                  | Watch Series 5 Small                   | FirstNet Capable                    | No               |
| Apple                          | A2095                                  | Watch Series 5 Big                     | FirstNet Capable                    | No               |
| Apple                          | A1975                                  | Watch Series 4 Small                   | FirstNet Capable                    | No               |
| Apple                          | A1976                                  | Watch Series 4 Big                     | FirstNet Capable                    | No               |
| Apple                          | A1921                                  | iPhone XS Max                          | FirstNet Ready                      | Yes              |
| Apple                          | A2428                                  | iPad 8th gen                           | FirstNet Capable                    | No               |
| Apple                          | A2294                                  | Watch SE Big                           | FirstNet Capable                    | No               |
| Apple                          | A2293                                  | Watch SE Small                         | FirstNet Capable                    | No               |
| Apple                          | A2353                                  | Watch Series 6 Small                   | FirstNet Capable                    | No               |
| Apple                          | A2354                                  | Apple Watch Series 6 Big               | FirstNet Capable                    | No               |
| Apple                          | A1920                                  | iPhone XS                              | FirstNet Ready                      | Yes              |
| Apple                          | A1984                                  | iPhone XR                              | FirstNet Ready                      | Yes              |
| Apple                          | A2013                                  | iPad Pro 11                            | FirstNet Ready                      | Yes              |
| Apple                          | A2014                                  | iPad Pro 3 12.9                        | FirstNet Ready                      | Yes              |
| Apple                          | A2153                                  | iPad Air 3                             | FirstNet Ready                      | Yes              |
| Apple                          | A2126                                  | iPad Mini 5                            | FirstNet Ready                      | Yes              |
| Apple                          | A2160                                  | iPhone 11 Pro                          | FirstNet Ready                      | Yes              |
| Apple                          | A2111                                  | iPhone 11                              | FirstNet Ready                      | Yes              |
| Apple                          | A2161                                  | iPhone 11 Pro Max                      | FirstNet Ready                      | Yes              |
| Apple                          | A2200                                  | iPad 7                                 | FirstNet Ready                      | Yes              |
| Apple                          | A2068                                  | iPad Pro 12.9-in (4 <sup>th</sup> gen) | FirstNet Ready                      | Yes              |
| Apple                          | A2275                                  | iPhone SE (2 <sup>nd</sup> Gen)        | FirstNet Ready                      | Yes              |
| Axon Enterprise                | AX1023                                 |                                        | FirstNet Ready                      | Yes              |
| Cisco                          | IR829M-LTE-EA-BK9, IR829M-LTE-EA-AK9   |                                        | FirstNet Capable                    | No               |
| Cisco                          | IR829M-2LTE-EA-BK9, IR829M-2LTE-EA-AK9 |                                        | FirstNet Capable                    | No               |
| Cisco                          | IR829B-LTE-EA-BK9, IR829B-LTE-EA-AK9   |                                        | FirstNet Capable                    | No               |
| Cisco                          | IR829B-2LTE-EA-BK9, IR829B-2LTE-EA-AK9 |                                        | FirstNet Capable                    | No               |

Contract No. DMS-19/20-006A  
Attachment B, Exhibit 1 - Public Safety Additional Response

|                      |                                       |  |                  |     |
|----------------------|---------------------------------------|--|------------------|-----|
| Cisco                | IR829-2LTE-EA-BK9, IR829-2LTE-EA-AK9  |  | FirstNet Capable | No  |
| Cisco                | IR1101-A-K9 (P-LTE-MNA)               |  | FirstNet Capable | No  |
| Cisco                | IR1101-K9(P-LTE-MNA)                  |  | FirstNet Capable | No  |
| Cradlepoint          | MC400-600M-C                          |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR900-1200M                          |  | FirstNet Ready   | Yes |
| Cradlepoint          | AER2200-1200M                         |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR1700-1200M                         |  | FirstNet Ready   | Yes |
| Cradlepoint          | MC400-1200M                           |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR600C-150M                          |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR650C-150M                          |  | FirstNet Ready   | Yes |
| Cradlepoint          | CBA550-150M                           |  | FirstNet Ready   | Yes |
| Cradlepoint          | AER2200-1200M-B                       |  | FirstNet Ready   | Yes |
| Cradlepoint          | MC400-1200M-B                         |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR900-1200M-B                        |  | FirstNet Ready   | Yes |
| Cradlepoint          | IBR1700-1200M-B                       |  | FirstNet Ready   | Yes |
| Cradlepoint          | E300-C4D                              |  | FirstNet Ready   | Yes |
| Cradlepoint          | E3000-C18B                            |  | FirstNet Ready   | Yes |
| Cubic Defense UK Ltd | 68664/LTENAF-B                        |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 14 Rugged 5420               |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 14 Rugged 5424               |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 14 Rugged Extreme 7424       |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7400 2 in 1                  |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7400                         |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7300                         |  | FirstNet Ready   | Yes |
| Dell                 | Precision 7540                        |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7210 2 in 1                  |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7220 Rugged Extreme Tablet   |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 7220EX Rugged Extreme Tablet |  | FirstNet Ready   | Yes |
| Dell                 | Latitude 9510 2 in 1                  |  | FirstNet Ready   | Yes |
| Digi                 | WR54-A246 EM7511                      |  | FirstNet Ready   | Yes |
| Digi                 | WR54-A146 EM7511                      |  | FirstNet Ready   | Yes |
| Digi                 | ASB-EX15-XX18-OUS                     |  | FirstNet Ready   | Yes |
| Emblem Solutions     | U102AA (Teller)                       |  | FirstNet Ready   | Yes |
| Flextronics          | FT750-L430-GL                         |  | FirstNet Ready   | Yes |
| GE MDS               | Orbit MCR (4GB)                       |  | FirstNet Ready   | Yes |
| GE MDS               | Orbit ECR (4GB)                       |  | FirstNet Ready   | Yes |
| Geotab               | GO9 LTE M14QA                         |  | FirstNet Ready   | Yes |
| Getac                | V110                                  |  | FirstNet Ready   | Yes |
| Getac                | S410                                  |  | FirstNet Ready   | Yes |
| Getac                | F110                                  |  | FirstNet Ready   | Yes |
| Getac                | K120(EM7511)                          |  | FirstNet Ready   | Yes |

Contract No. DMS-19/20-006A  
Attachment B, Exhibit 1 - Public Safety Additional Response

|                               |                           |                 |                |     |
|-------------------------------|---------------------------|-----------------|----------------|-----|
| Getac                         | UX10(EM7511)              |                 | FirstNet Ready | Yes |
| Getac                         | A140(EM7511)              |                 | FirstNet Ready | Yes |
| Getac Technology              | VR-X20(EM7511)            |                 | FirstNet Ready | Yes |
| Getac Technology              | B360(EM7511)              |                 | FirstNet Ready | Yes |
| Google                        | G020I                     | Pixel 4         | FirstNet Ready | Yes |
| Google                        | G020J                     | Pixel 4XL       | FirstNet Ready | Yes |
| Harman International          | HAS-15UA-BR (Spark 2.0)   |                 | FirstNet Ready | Yes |
| Harris                        | XL-PFM2M-ANG              |                 | FirstNet Ready | Yes |
| Harris                        | XS-PFS2M-NA               |                 | FirstNet Ready | Yes |
| Harris                        | XL-185M/200M              |                 | FirstNet Ready | Yes |
| Harris                        | XL-185P/200P              |                 | FirstNet Ready | Yes |
| Inseego                       | MC800 / USB800            |                 | FirstNet Ready | Yes |
| Intelligent Surveillance Corp | SC410                     |                 | FirstNet Ready | Yes |
| Klas Telecom                  | TRX-R2                    |                 | FirstNet Ready | Yes |
| Klas Telecom                  | TRX-R Modem Carrier Board |                 | FirstNet Ready | Yes |
| Kyocera                       | E6920                     | Duraforce Pro 2 | FirstNet Ready | Yes |
| LG                            | LM-V350AWM                | V35 ThinQ       | FirstNet Ready | Yes |
| LG                            | LM-X410AS                 | K30             | FirstNet Ready | Yes |
| LG                            | LM-Q710WA                 | Stylo 4         | FirstNet Ready | Yes |
| LG                            | LM-V405UA                 | V40             | FirstNet Ready | Yes |
| LG                            | LM-G820UM                 | G8              | FirstNet Ready | Yes |
| LG                            | LM-X420AS                 | K40             | FirstNet Ready | Yes |
| LG                            | LM-X320AA                 | Prime 2         | FirstNet Ready | Yes |
| LG                            | LM-Q720AM                 | Stylo 5+        | FirstNet Ready | Yes |
| LG                            | LM-G850UM                 | G8x ThinQ       | FirstNet Ready | Yes |
| LG                            | LM-V600AM                 | V60 ThinQ       | FirstNet Ready | Yes |
| LG                            | LM-G900UM                 | Velvet          | FirstNet Ready | Yes |
| Microsoft                     | 1876                      | Surface Pro     | FirstNet Ready | Yes |
| Microsoft                     | 1927                      | Surface Pro     | FirstNet Ready | Yes |
| Microsoft                     | 1930                      | Surface Duo     | FirstNet Ready | Yes |
| Motorola                      | XT1922                    | Moto G6 Play    | FirstNet Ready | Yes |
| Motorola                      | XT2071-2                  | Motorola Razr   | FirstNet Ready | Yes |
| Motorola                      | Lex L11n                  |                 | FirstNet Ready | Yes |
| Motorola Solutions            | APX NEXT                  |                 | FirstNet Ready | Yes |
| Napco Security Technologies   | SLE-FNI-CFB-PS            |                 | FirstNet Ready | Yes |
| Napco Security Technologies   | SLE-FNI-CFB               |                 | FirstNet Ready | Yes |
| Napco Security Technologies   | SLE-FNI-FIRE              |                 | FirstNet Ready | Yes |
| Netgear                       | MR1100                    | Nighthawk       | FirstNet Ready | Yes |
| Netgear                       | AC797S                    | Unite Express 2 | FirstNet Ready | Yes |
| Nokia                         | 7705 SAR-Hmc/3HE12472AA   |                 | FirstNet Ready | Yes |



Contract No. DMS-19/20-006A  
Attachment B, Exhibit 1 - Public Safety Additional Response

|           |                    |                     |                |     |
|-----------|--------------------|---------------------|----------------|-----|
| Panasonic | CF-20 EM7511       |                     | FirstNet Ready | Yes |
| Panasonic | CF-54 EM7511       |                     | FirstNet Ready | Yes |
| Panasonic | CF-33 EM7511       |                     | FirstNet Ready | Yes |
| Panasonic | FZ-55 EM7511       |                     | FirstNet Ready | Yes |
| Panasonic | FZ-N1EB            |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD4-LTEA       |                     | FirstNet Ready | Yes |
| Pepwave   | MAX TST Mini       |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-BR1-ENT-LTEA   |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD4-MBX-LTEA   |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD2-LTEA       |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD2-M-LTEA     |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-TST            |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD4-LTEA       |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-HD2-DOM-M-LTEA |                     | FirstNet Ready | Yes |
| Pepwave   | MAX-BR1-Mini       |                     | FirstNet Ready | Yes |
| Pepwave   | EXM-3LTEA-R        |                     | FirstNet Ready | Yes |
| Samsung   | G960U              | Galaxy S9           | FirstNet Ready | Yes |
| Samsung   | G965U              | Galaxy S9+          | FirstNet Ready | Yes |
| Samsung   | SM-J337a           | Galaxy J3 (2018)    | FirstNet Ready | Yes |
| Samsung   | SM-J737A           | Galaxy J7           | FirstNet Ready | Yes |
| Samsung   | SM-N960u           | Galaxy Note 9       | FirstNet Ready | Yes |
| Samsung   | SM-T837a           | Galaxy Tab S4       | FirstNet Ready | Yes |
| Samsung   | SM-A600a           | Galaxy A6           | FirstNet Ready | Yes |
| Samsung   | SM-T387AA          | Galaxy Tab A        | FirstNet Ready | Yes |
| Samsung   | SM-G970U           | Galaxy S10e         | FirstNet Ready | Yes |
| Samsung   | SM-G975U           | Galaxy S10+         | FirstNet Ready | Yes |
| Samsung   | SM-G973U           | Galaxy S10          | FirstNet Ready | Yes |
| Samsung   | SM-T927A           | Galaxy View 2       | FirstNet Ready | Yes |
| Samsung   | SM-J260a           | Galaxy J2 Core      | FirstNet Ready | Yes |
| Samsung   | SM-F900U           | Galaxy Fold         | FirstNet Ready | Yes |
| Samsung   | SM-A102U           | Galaxy A10e         | FirstNet Ready | Yes |
| Samsung   | SM-N970U           | Galaxy Note 10      | FirstNet Ready | Yes |
| Samsung   | SM-N975U           | Galaxy Note 10+     | FirstNet Ready | Yes |
| Samsung   | SM-N976U           | Galaxy Note 10+ 5G  | FirstNet Ready | Yes |
| Samsung   | SM-T727A           | Tab S5e 10.5"       | FirstNet Ready | Yes |
| Samsung   | SM-F700U/DS (SS)   | Galaxy Z Flip       | FirstNet Ready | Yes |
| Samsung   | SM-G981u           | Galaxy S20 5G       | FirstNet Ready | Yes |
| Samsung   | SM-G986u           | Galaxy S20+ 5G      | FirstNet Ready | Yes |
| Samsung   | SM-G988u           | Galaxy S20 Ultra 5G | FirstNet Ready | Yes |
| Samsung   | SM-T307U           | Galaxy Tab A 8.4"   | FirstNet Ready | Yes |
| Samsung   | SM-G889A           | XCover FieldPro     | FirstNet Ready | Yes |
| Samsung   | SM-A015A           | Galaxy A01          | FirstNet Ready | Yes |
| Samsung   | SM-A515U           | Galaxy A51          | FirstNet Ready | Yes |
| Samsung   | SM-A115A           | Galaxy A11          | FirstNet Ready | Yes |

Contract No. DMS-19/20-006A  
Attachment B, Exhibit 1 - Public Safety Additional Response

|                             |                   |                         |                |     |
|-----------------------------|-------------------|-------------------------|----------------|-----|
| Samsung                     | SM-A716U          | Galaxy A71 5G           | FirstNet Ready | Yes |
| Samsung                     | SM-F707U          | Galaxy Z Flip 5G        | FirstNet Ready | Yes |
| Samsung                     | SM-A516u          | Galaxy A51 5G           | FirstNet Ready | Yes |
| Samsung                     | SM-N981u          | Galaxy Note 20 5G       | FirstNet Ready | Yes |
| Samsung                     | SM-N986u          | Galaxy Note 20 Ultra 5G | FirstNet Ready | Yes |
| Samsung                     | SM-F916U          | Galaxy Z Fold2 5G       | FirstNet Ready | Yes |
| Samsung                     | SM-T878U          | Galaxy Tab S7 5G        | FirstNet Ready | Yes |
| Sierra Wireless             | MG90 LTE-A Pro    |                         | FirstNet Ready | Yes |
| Sierra Wireless             | MP70 LTE-A Pro    |                         | FirstNet Ready | Yes |
| Sierra Wireless             | RV55 LTE-A Pro NA |                         | FirstNet Ready | Yes |
| Siyata Mobile               | UV350             |                         | FirstNet Ready | Yes |
| Sonim                       | XP8800            | XP8                     | FirstNet Ready | Yes |
| Sonim                       | XP5800            | XP5s                    | FirstNet Ready | Yes |
| Sonim                       | XP3800            | XP3                     | FirstNet Ready | Yes |
| TCL Communication (Alcatel) | 4052R             | Allure 3                | FirstNet Ready | Yes |
| Utility Associates          | RocketIoT-XLE     |                         | FirstNet Ready | Yes |
| WellAware                   | WA-CELL-L1FN-DS   |                         | FirstNet Ready | Yes |
| Zebra Technologies          | TC77HL-CA-NFC     |                         | FirstNet Ready | Yes |
| Zebra Technologies          | TC57HO-CA-NFC     |                         | FirstNet Ready | Yes |
| Zebra Technologies          | iX101L3           |                         | FirstNet Ready | Yes |
| Zebra Technologies          | iX125R2           |                         | FirstNet Ready | Yes |
| Zebra Technologies          | RTL10B1           |                         | FirstNet Ready | Yes |
| Zebra Technologies          | ET56DE            |                         | FirstNet Ready | Yes |



# FirstNet Central

## The hub for products and services

Public safety needs the ability to onboard and service devices for their first responders. The FirstNet Central home page provides access to these activities when first responders need it – 24x7x365.

## Simple, easy-to-use access to devices and services

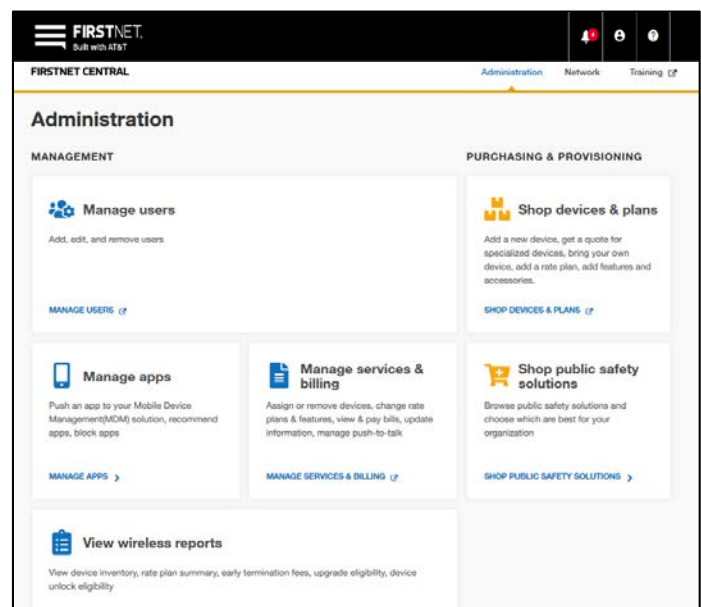
FirstNet Central is designed to provide necessary support and information from one central menu – whether you need to set up another administrator, manage apps that are sent to your team or change a device's rate plan. All management is initiated from FirstNet Central.

## At a glance

For public safety agency administrators, includes:

- Manage users (creation, edit, and deletion)
- Manage mobile services (purchase devices & accessories, manage services, pay bills, reports)
- Purchase specialized devices (vehicle routers, peripheral devices, etc.)

- View notifications for account management platform maintenance, outages, new release notes and special offers in the Notification Center.
- View network status and planned maintenance.
- View and shop public safety apps & solutions



## Operational functions

-  Purchase standard and specialized devices
-  Change features, rate plans, and details
-  Determine what apps you want your team(s) to access
-  Check usage, review reports
-  Manage user access

## Devices and accessories

Whether you are looking for a consumer-type smart device, a ruggedized tablet or smartphone, or a vehicle router, FirstNet Central has you covered. Devices can be purchased with the terms your organization is accustomed to, including two-year contracting.

## Network status – a view into the network

Administrators have access to view the current status of the network. The Network Status page contains pertinent, near real-time information about the network, including situational awareness information regarding service outages, planned network maintenance, current weather and traffic at the location you specify.

A location is accessible through its complete street address, or other options, such as city name and state, or just a zip code.

Should you wish to be notified of issues occurring in your area, you may sign up for network alerts from this page. These alerts will be sent via email, SMS or through the FirstNet Assist mobile app.

## Manage apps

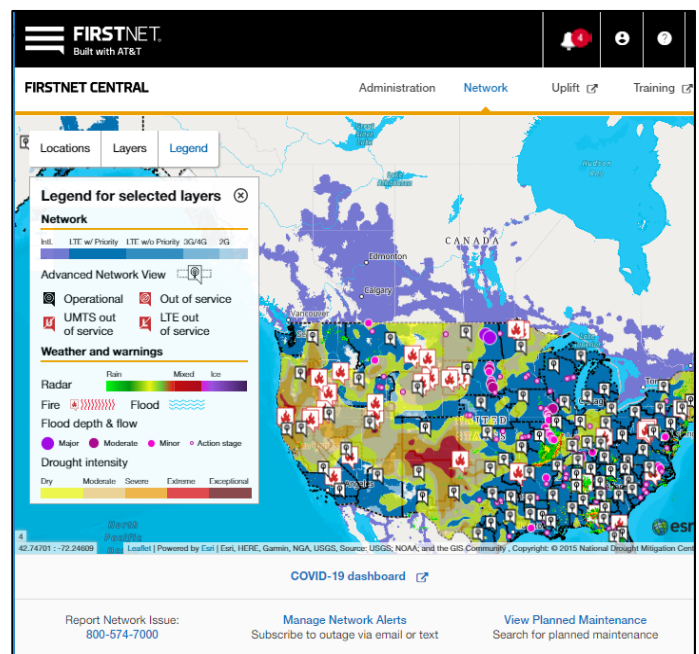
Every public safety agency has apps they want their team to download and use. The FirstNet App Store makes it easy for Administrators to identify those apps, recommend them to team members, and push

them out to agency devices, should the agency use an Mobile Device Management (MDM) solution, such as Mobile Iron.

FirstNet offers a flagship of outstanding third-party apps that will leverage FirstNet's core network. These tools provide public safety with cutting-edge technology, both today and into the future.

## Summary

FirstNet Central is the FirstNet-specific experience for purchasing services and devices from FirstNet. All aspects of managing users, devices and services are at an administrator's fingertips. Network status allows an administrator to view the state of the FirstNet network, as well as other features. This functional, important tool offers state-of-the-art support for today and scalability for innovation tomorrow, with improvements and new features expected for every operational phase.



**For more information go to:**

[FirstNet.com](https://firstnet.com)

# FirstNet Push-to-Talk

## Description

FirstNet Push-to-Talk is a network-based communication solution for public safety that enables virtually instant one-to-one, group, and emergency voice communications. FirstNet PTT also enables you to send text messages and make mutual aid requests to include other agencies' users in your talkgroups.

Built to Mission Critical Push to Talk standards, FirstNet PTT is part of the core of the FirstNet network. FirstNet PTT has servers in six data centers across the country, the highest priority of any traffic on the FirstNet network (other than mandated emergency calling), and engineering to meet the key performance indicators that the standards define. So, it provides an especially reliable platform, low latency, and high availability for superior calling performance.

This Solution provides sub-second call setup for superior calling and nationwide coverage on the FirstNet LTE network. Along with a rich roadmap of advanced features that will comply with the Mission Critical standards, the Solution serves as a robust communication tool for public safety and will enable enhanced situational awareness to help agencies keep their workers and communities safe.

## How It Works

FirstNet Push-to-Talk (FirstNet PTT) uses a network-based architecture that includes servers in six geographically distributed and dedicated FirstNet Packet Core nodes. Each node is designed with geo-redundancy to help protect against service outages. The geographical distribution routes calls to a nearby node, which results in lower latency and higher availability. Based on 3rd Generation Partnership Project (3GPP) Mission Critical Push-to-Talk (MCPTT) standards, this push-to-talk solution provides sub-second call setup. In addition, FirstNet PTT traffic has the highest priority of any traffic on the FirstNet network (other than mandated emergency calling) to enhance reliability and availability. Users log in to the push-to-talk service via an application on their devices using their existing FirstNet credentials, while PTT administrators manage agency users and talkgroups with a web-based administrative tool accessible via the familiar FirstNet Central interface.

## Features and Benefits

FirstNet Push-to-Talk gives you these features:

- **Calling Features**—provide group calling, private (one-to-one) calling, emergency calling, and presence indicators, so that users can see which of their contacts are online. As a result, they can easily connect to the team that they need.
- **Multiple Talkgroups Capability**—enables creation of multiple groups of up to 1,000 members each (based on radio capacity), giving the flexibility to build communities of users. And the Solution can grow to meet an agency's needs, so they can benefit from scalability and an easy growth path.
- **Sub-Second Call Setup**—provides nearly instantaneous high-performance, low-latency communication. As a result, agencies can have confidence that FirstNet PTT enables them to respond quickly in urgent situations.
- **Calling Prioritization**—lets the administrator assign higher priority to certain groups or assign a supervisor role to the team leader so that the leader has priority access to the speaking floor. This means that personnel in key roles can take charge of communications to enhance responsiveness to developing circumstances.
- **Device Diversity**—provides a broad portfolio of FirstNet Ready™ Android 4G LTE smartphones, feature phones, and ultra-rugged devices. Depending on vendor and model, the devices may include hard keys for PTT calling or declaring emergencies, embedded PTT clients integrated into the operating system, and the capability to prioritize network access and PTT traffic. Because these devices are subjected to FirstNet testing and certification, agencies can buy them with confidence that they meet first responders' needs. A list of supported devices is at [firstnet.com/push-to-talk/support](http://firstnet.com/push-to-talk/support).
- **Downloadable Apps**—enable users who don't need PTT-centric devices to easily access PTT service on a smartphone. Users download the app from the public app store, install the app on their devices, and then are able to make and receive PTT calls. As a result, support personnel won't need special devices to keep in touch with first responders and may even be able to use their existing device. A list of supported devices is at [firstnet.com/push-to-talk/support](http://firstnet.com/push-to-talk/support).
- **Nationwide Availability**—provides near-instantaneous communication virtually anywhere in the nation, at the push of a button. The FirstNet 4G LTE network is being



built to cover 99% of Americans. So, users can communicate and perform their mission wherever the need arises.

- **Automated Mutual Aid**—enables administrators to send automated requests for resources to other neighboring, statewide, or even national agencies on the FirstNet PTT platform to assist with routine or ad hoc events. Upon request approval, the other agency's resources become visible to the requesting agency so that its administrators can add them to its talkgroups. Consequently, users can quickly and easily coordinate with other agencies for a more effective response.
- **Administration Tool**—integrates with the FirstNet Identity Management system to provide a view of existing users in a familiar format. FirstNet PTT administrators can manage agencies, create sub-agencies, assign users, assign licenses, create talkgroups, and request mutual aid. As a result, administrators can quickly and easily manage FirstNet PTT resources from a centralized portal that provides automatic updates to devices over the air.
- **Highly Secure Communication**—offers a 3GPP Mission Critical Push-to-Talk compliant solution designed for the security needs of first responders. The FirstNet network applies standard 128-bit LTE wireless encryption. In addition, the FirstNet PTT service applies Advanced Encryption Standard (AES) 256-bit encryption to voice, data and video for even more security. As a result, FirstNet PTT helps ensure that agency communications are highly secure.

## Customer Applications

Following are some ways you might use FirstNet Push-to-Talk:

- **Coordinated Support**

In the aftermath of an emergency, you're often challenged to schedule and coordinate the responses of supporting municipal and private agencies such as waste management, emergency relief suppliers, and tree and debris removal services. You need a communication solution that enables you to quickly and easily engage the support teams and resources you need.

To enhance coordination and communication between support agencies, we suggest mutual aid request functionality using FirstNet Push-to-Talk.

With FirstNet PTT, you can send a mutual aid request to any other agency or entity that subscribes to FirstNet PTT service. Once the other agency approves your request, you can create cross-agency talkgroups to respond to the emergency cleanup.

As a result, you get a cost-effective solution that enables tighter coordination and more timely responses to incidents. When you can quickly get resources and team members together where they need to be, you can return to normalcy faster after an emergency.

- **Augmented First Responder Two-Way Radio Assets**

You use a Land Mobile Radio (LMR) system to communicate with and manage your first responders. However, your limited LMR mobile coverage and system capacity prevents you from expanding coverage to support roles. These limitations can lead to communication gaps and/or can affect your ability to plan and provide resources on the fly. You need a more complete solution for your entire team.

To enhance your team communication, we suggest Land Mobile Radio (LMR) interoperability using FirstNet Push-to-Talk.

FirstNet PTT enables you to extend radio communications beyond the LMR network via the nationwide FirstNet 4G LTE network. In addition, it lets you augment the LMR system's capacity by offloading non-critical communications, which frees capacity and reduces congestion without negatively impacting team collaboration.

This solution requires a Radio over IP (RoIP) gateway to enable interoperability between traditional two-way radios and compatible feature phones, ruggedized phones, and smartphones on the FirstNet wireless network. So, you can make group calls between the systems and extend communications to mission-support personnel.

As a result, FirstNet PTT provides a cost-effective alternative for organizations like yours that have a significant LMR deployment. You can quickly add push-to-talk coverage and capacity without the need for expensive new two-way radios. Also, the FirstNet PTT service can provide network redundancy in case of an LMR network outage.

## Options

The following options are available with FirstNet Push-to-Talk:

- **Land Mobile Radio (LMR) Interoperability**—supports a Radio over Internet Protocol (RoIP)-based solution that integrates an existing LMR system with FirstNet PTT. This integration enables LTE-based FirstNet PTT groups to talk seamlessly with users on existing LMR channels, and it effectively extends the LMR network via the nationwide



FirstNet 4G LTE network. By using an RoIP gateway to provide the interoperability, agencies can take advantage of the FirstNet PTT Solution, which provides nationwide LTE coverage, high performance prioritized PTT calling, a choice of cost-effective FirstNet PTT certified devices, and low monthly recurring costs while still maintaining communication across an agency's entire team. In addition to potentially improving team productivity and freeing up radio capacity, LMR interoperability can extend coverage at a lower cost than adding on to an LMR network.

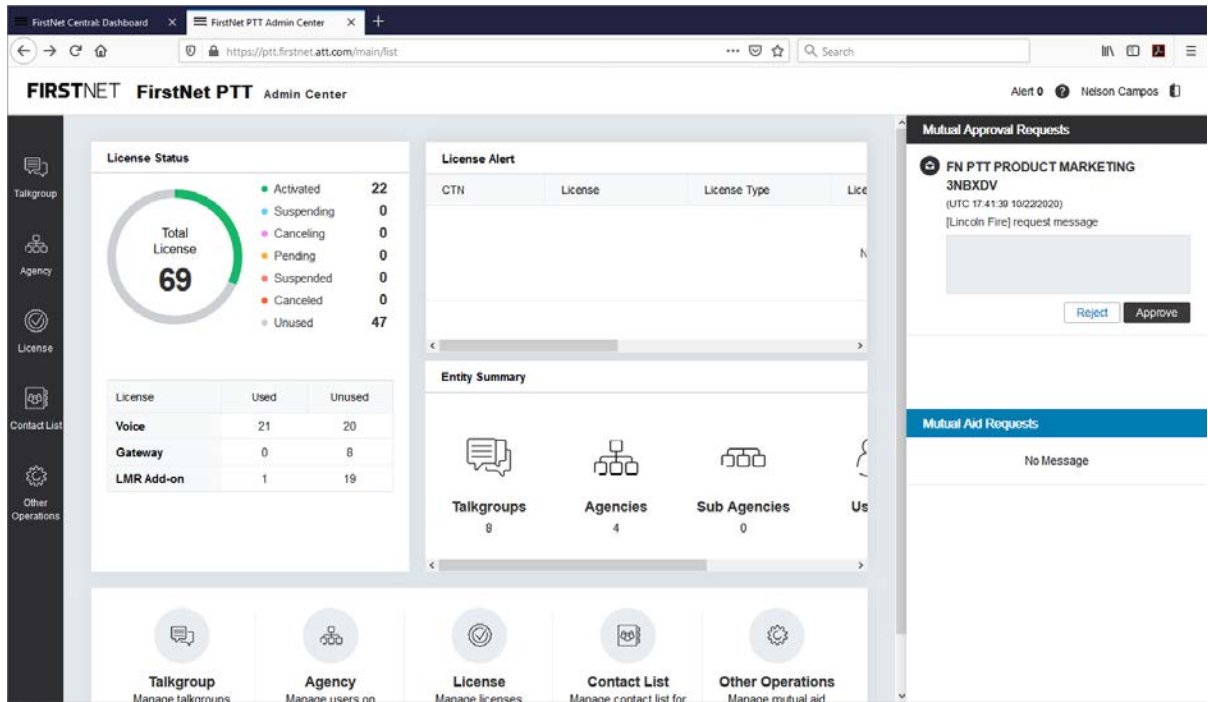
The FirstNet PTT RoIP interoperability solution requires the following:

- o Customer premises equipment (CPE), including a FirstNet Ready® Cubic Vocality RoIP gateway and donor radio
- o Connectivity with the LMR network via cabling that connects the donor radio and gateway
- o Connectivity with the FirstNet network and FirstNet PTT nodes via a FirstNet Mobile Data Plan and/or a wireline backhaul internet connection (when available)

## Diagrams

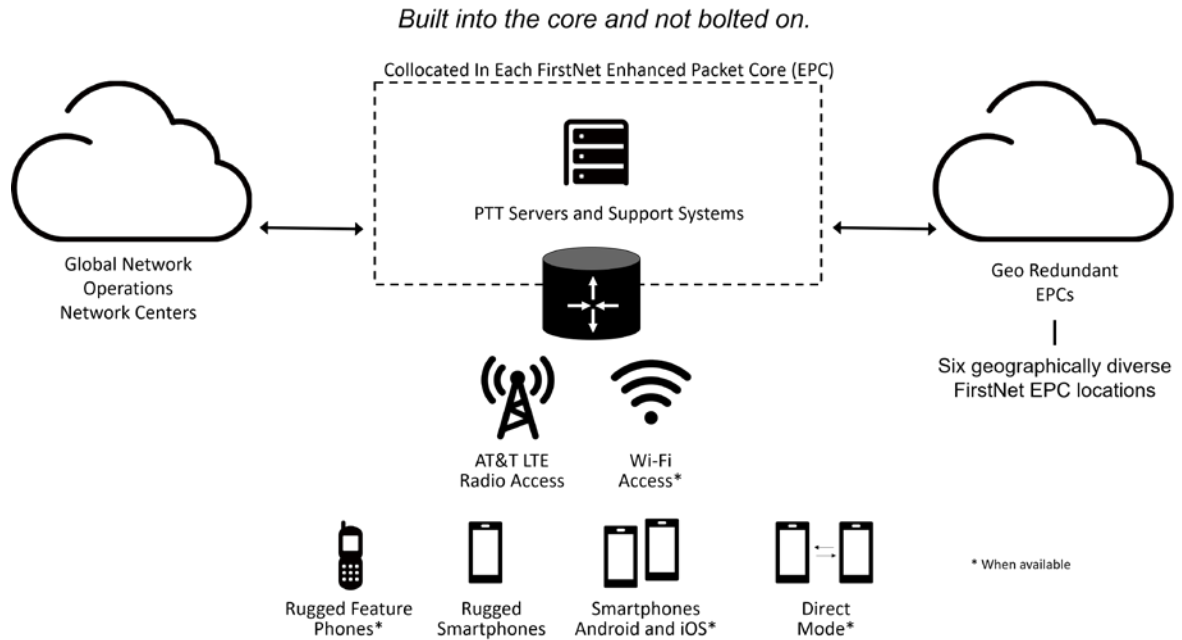
- **Web-based Administrative Tool**

This screenshot shows the web-based FirstNet Push-to-Talk administrative tool, which is accessible from the FirstNet Central website. The tool integrates with the FirstNet Central Identity and Credentialing System, so users can log in with the same credentials.



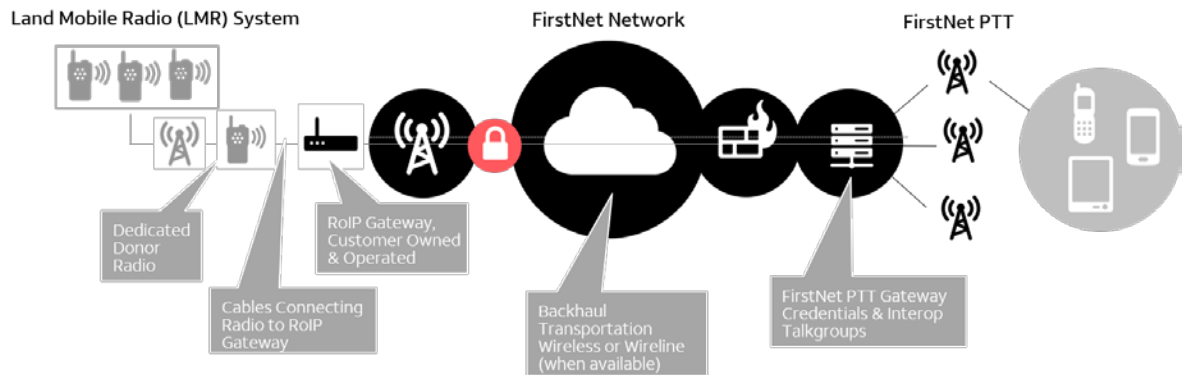
- **FirstNet Push-to-Talk Architecture**

This diagram shows the basic architectural components and network structure of FirstNet PTT.



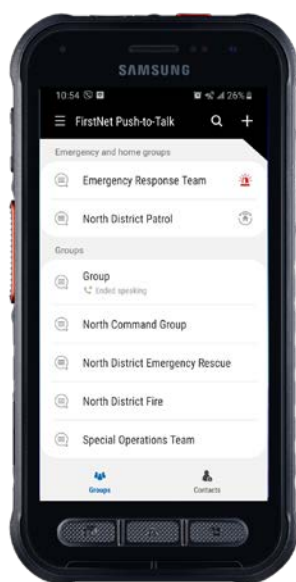
- **FirstNet Push-to-Talk Land Mobile Radio (LMR) Interoperability—Network Diagram**

This diagram shows the Radio over IP (RoIP) architecture that facilitates communication between an LMR channel (talkgroup) and a FirstNet Push-to-Talk talkgroup.

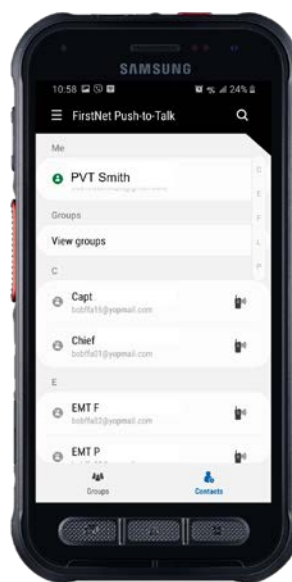


- **FirstNet Push-to-Talk Client Application Interface—Channel, Contact, and Conversation Screens**

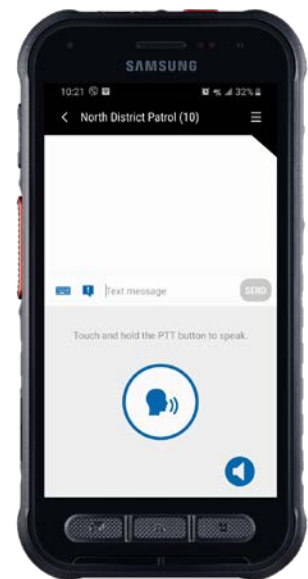
These images show examples of the channel screen (with a list of active and Idle channels), the contact screen (which includes presence information), and the conversation screen for the FirstNet PTT mobile client. The interface may vary by device.



Groups (talkgroups) Tab



Contacts Tab



Conversation View

## Legal Notices

©2021 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo, and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the

property of their respective owners. The information contained herein is not an offer, commitment, representation, or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

## Customer Administration Setup and Training (CAST) Team Description

### FN-PTT Admin Tool

- Determine FN-PTT usage requirements via customer call
- Set-up FN-PTT Admin Tool
  - Assign PTT licenses
  - Create Sub-Agencies
  - Create Talk Groups
- Configuration review with customer FN-PTT Admin Tool Admin(s) via web conference

### EPTT Corporate Admin Tool (CAT)

#### Standard Service tiers

- Supports standard and radio client UIs
- Determine EPTT usage requirements via customer call
- Set-up CAT
  - Create User Sets
  - Set up device client UI type
  - Create Talk Groups
  - Set-up supervisor overrides
- Configuration review with customer CAT Admin(s) via web conference

#### Advanced Package Tier

- Set up Emergency Service user profiles

### EPTT Web Dispatch Solution (WDS)

#### Basic Service Tier

- Determine WDS usage requirements via customer call
- Set-up WDS
  - Assist with WDS license generation from CAT
  - Load contacts & talk groups into WDS
  - Create Talk Groups
  - Configuration review with customer WDS Dispatchers via web conference

#### Enhanced Service Tier

- Set- up monitoring / scanning
- Set-up talk-group permissions

## EPTT Agreement ID Migration

- Export all CAT configuration data prior to migration
  - Talk-groups
  - User sets
  - User profiles
- [Account team / FirstNet Onboarding Managers coordinate migration with PTT-CAST]
- PTT-CAST verifies all data successfully migrated to new CAT under new Agreement ID
  - If not, PTT-CAST will correct or re-build the new CAT as needed

## Set-up EPTT Cross-FAN Talk Groups

- The PTT-CAST team will create up to three cross-FAN (i.e., FN inter-agency) talk groups at no charge \*

*\* requires an established CAT*

## Connect FN-PTT / EPTT LMR channels to talk-groups

- FN-PTT – The PTT-CAST team will assign an available license to Gateway
- FN-PTT/EPTT – The PTT-CAST team will connect LMR channels to talk groups \*\*

*\*\* requires an established Admin Tool / CAT*

## PTT-Admin Training Services (no charge)

- The PTT-CAST team provides pre-scheduled, online, instructor-led training for:
  - FirstNet PTT Admin Tool
  - EPTT Corporate Admin Tool (CAT) - Standard & Advanced Packages
  - EPTT Web Dispatch Solution (WDS) – all tiers
- Courses are conducted in a generic tool environment via WebEx
- WebEx sessions are for existing customers and new/potential customers
- The PTT Admin Training Registration form contains the course dates/times
  - Note: The form must be submitted from an AT&T email address
  - Account team members and one FirstNet Partner contact are welcome to attend their customer's session

**All customers are automatically enrolled in Customer Support at no cost. The Customer Support team supports**

**ALL subscribers with ALL FirstNet inquiries; including billing, ordering & technical support.**

- One number for all inquiries (800.574.7000), with chat & offline support via FirstNet Central
- Tenured agents with years of experience supporting public safety entities
- 100% based in the United States

#### Additional Support Services

##### Helpdesk Support\*

Advanced Technical Support option for customers with an internal helpdesk; supporting Network, Uplift, Advanced Solutions, Distributed Antenna Systems, Internet of Things and more

##### Deployable Support

Deployable support, fielding requests for deployables needed in support of events and in emergency response situations

## Contact Information

### 800.574.7000

800.574.7000 is a voice automated solution leveraging natural language. When calling, simply state what you are calling about when asked, “How can I help you?”

Customers can also reach Customer Support by dialing 611 from their FirstNet phone; if you are not calling from a FirstNet phone, simply say “FirstNet”.

Outside Domestic US, call 469-675-7700.

## Hours of Operation

- **Technical Support**
  - Available 24/7/365
- **Billing and Ordering**
  - M-F, 8 AM to 8:30 PM ET
  - Sat, 10AM to 9PM ET
  - Sun, 11AM to 8PM ET



### Attachment C Final Service Level Agreements (SLAs)

| Service Category                                                                                                                                    | SLA Number | Deliverable Title  | Performance Metric                                                                                                                                                                                                                                                                                                                                                                                  | Financial Consequence<br><br>All calendar days, unless otherwise stated                                         | Additional SLA Clock Information                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).</b> |            |                    |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                 |                                                                                                                                                                                                                                                                                       |
| Contractor Staffing                                                                                                                                 | SLA-A1     | Staffing Positions | <p>a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1</p> <p>b) Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement, in accordance with SOW subsection 2.1</p> | <p>a) \$250 per day, per vacancy</p> <p>b) \$250 per day, per vacancy</p> <p>c) \$250 per day, per incident</p> | <p>a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.</p> <p>b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.</p> |

|                                                        |        |                                             |                                                                                                                                                                            |                                                             |                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------|--------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        |        |                                             | c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1                    |                                                             | c) N/A                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                        | SLA-A2 | Final Staffing Organizational Chart         | The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 | \$250 per day                                               | The clock stops when an acceptable final Staffing Organizational Chart is provided to DMS. The SLA clock is on hold while DMS reviews.                                                                                                                                                                                                                                                  |
| Services and Devices for Mobile Communication Services | SLA-B1 | Network-to-Network Interconnection Failover | Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6                                                                               | 5% of the affected end users' monthly recurring costs (MRC) | <p>The SLA is measured by the Contractor's equipment or system logs.</p> <p>The SLA clock starts when the logs indicate the loss of interconnectivity.</p> <p>The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.</p> <p>In the event there is an IP connectivity failure</p> |

|  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  |  |  | <p>caused by the Contractor's primary IPsec VPN appliance, the Contractor's network shall failover to their secondary IPsec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Contractor devices or other as agreed upon by DMS.</p> <p>The financial consequence shall be charged to the Contractor if their primary and secondary VPN appliances fail simultaneously or other Contractor network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Contractor shall be exempt from this SLA</p> |
|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |        |                                                                          |                                                                                                                                             |                 |                                                                                                                                                                                                                                                                  |
|--|--------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |        |                                                                          |                                                                                                                                             |                 | if the MFN primary and secondary VPN appliances fail simultaneously.                                                                                                                                                                                             |
|  | SLA-B2 | Network-to-Network Interconnection Performance Upgrade with MyFloridaNet | Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6                                   | \$2,000 per day | <p>The SLA clock starts when an upgrade is needed as shown and documented by the Contractor.</p> <p>The SLA clock is on hold during DMS verification of the upgrade.</p> <p>The SLA clock stops when the required capacity upgrade has been accepted by DMS.</p> |
|  | SLA-B3 | SLA Compliance Report                                                    | The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5 | \$250 per day   | The clock stops when an acceptable SLA Compliance Report is provided to DMS.                                                                                                                                                                                     |

|  |        |                                              |                                                                                                                                                                                                       |                                                |                                                                                                                                                                |
|--|--------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |        |                                              |                                                                                                                                                                                                       |                                                | The SLA clock is on hold while DMS reviews.                                                                                                                    |
|  | SLA-B4 | Escalation Activity Report                   | The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1                                                           | \$250 per day                                  | <p>The clock stops when an acceptable Escalation Activity Report is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>                    |
|  | SLA-B5 | Zero Usage Report                            | The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2           | \$250 per day                                  | <p>The clock stops when an acceptable Zero Usage Report is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>                             |
|  | SLA-B6 | Escalation Procedure Development and Updates | <p>Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4.</p> <p>Updated within three (3) Business Days of email notification from DMS.</p> | \$250 per day until developed or until updated | <p>The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p> |

|  |        |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                                                                                                                                                                                |
|--|--------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-B7 | Notification, Planned Maintenance   | Notification of any planned maintenance must be received twenty-four (24) hours prior to any planned maintenance, in accordance with SOW subsection 3.19.4 and section 4.                                                                                                                                                                                                                                                                                                                                                                   | \$250 per failure to timely notify | <p>The SLA is measured by the Contractor's logs and emails.</p> <p>The SLA applies automatically twenty-four (24) hours prior to any planned maintenance for which notice is not provided.</p> |
|  | SLA-B8 | Notification, Emergency Maintenance | <p>Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4</p> <p>The Contractor shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five (5) hours (maximum) from the outage start time. The SLA shall be measured and verified by the Contractor's system.</p> | \$250 per failure to timely notify | <p>The SLA is measured by the Contractor's logs and emails.</p> <p>The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.</p>  |

|  |        |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                                                                                                                                                                      |
|--|--------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-B9 | Notification,<br>Unplanned Outage | Notification received within sixty (60) minutes after the discovery of unplanned outage impact, in accordance with SOW subsection 3.19.4 and section 4. The Contractor shall send within sixty (60) minutes (minimum) an electronic notification which informs DMS of an unplanned outage which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Contractor's system. | \$250 per failure to timely notify | <p>The SLA is measured by the Contractor's logs and emails.</p> <p>The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.</p> |
|--|--------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                              |         |                                                        |                                                                                                                                                                                                                                                                                                                                                     |                                                                     |                                                                                                                                                                      |
|------------------------------|---------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | SLA-B10 | Migration of Existing MCS Customers                    | Customer migration will be completed for State agencies within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, and will be completed for current MCS OEU Customers within one-hundred and eighty (180) days of completion of the Services Infrastructure Checklist in accordance with SOW subsection 3.23 | \$3.00 per day, and per wireless data/voice device, until completed | The SLA clock stops for incumbent Contractors when all State agency End-users are identified as either migrated or no longer receiving services from the Contractor. |
| Contractor Meetings with DMS | SLA-C1  | Project Management Monthly Review Meeting              | A Project Management Monthly Review Meeting must be conducted within fifteen (15) days upon Contract execution and monthly thereafter, in accordance with SOW subsection 3.25.3.                                                                                                                                                                    | \$250 per day                                                       | The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.                                                                             |
|                              | SLA-C2  | Project Implementation Phase - Project Kickoff Meeting | A Project Kickoff Meeting must be conducted within thirty (30) days upon Contract execution, in accordance with SOW subsection 3.25.4.                                                                                                                                                                                                              | \$250 per day                                                       | The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.                                                                             |



|  |        |                         |                                                                                                                                                                                                   |               |                                                                                                                                          |
|--|--------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-D1 | Project Management Plan | A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2                                                                           | \$250 per day | <p>The clock stops when an acceptable Project Management Plan is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p> |
|  | SLA-D2 | Disaster Recovery Plan  | A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7                                                                         | \$500 per day | <p>The clock stops when an acceptable Disaster Recovery Plan is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>  |
|  | SLA-D3 | Project Status Reports  | Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3                    | \$250 per day | <p>The clock stops when an acceptable Project Status Report is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>   |
|  | SLA-D4 | Guides                  | Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3 | \$250 per day | <p>The clock stops when acceptable Guides is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>                     |

|  |        |                                              |                                                                                                                                                                            |                 |                                                                                                                                                               |
|--|--------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-D5 | Project Closure Documentation                | Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4           | \$250 per day   | <p>The clock stops when acceptable Project Closure Documentation is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>                   |
|  | SLA-D6 | Implementation Plan                          | A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1                                      | \$1,000 per day | <p>The clock stops when an acceptable Implementation Plan is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p>                          |
|  | SLA-D7 | Incumbent Contractor Weekly Migration Report | An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b                                       | \$1,000 per day | <p>The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p> |
|  | SLA-D8 | Individual Customer Specific Migration Plans | Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2 | \$250 per day   | <p>The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p> |

|                     |        |                                                |                                                                                                                                                                                                                                                    |                 |                                                                                                                                                                 |
|---------------------|--------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | SLA-D9 | Services Infrastructure Checklist              | The Services Infrastructure Checklist must have all items completed and be accepted by the Department and the Contractor within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27 | \$5,000 per day | <p>The clock stops when the Services Infrastructure Checklist is complete.</p> <p>The SLA clock is on hold while DMS reviews.</p>                               |
| Public Safety       | SLA-E1 | Public Safety Service Plans and Devices Report | The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7                                                                      | \$250 per day   | <p>The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS.</p> <p>The SLA clock is on hold while DMS reviews.</p> |
| Business Operations | SLA-F1 | Invoicing to DMS                               | Complete and accurate invoices to DMS must be submitted no later than the 10th calendar day of the month for services in arrears, in accordance with SOW subsection 5.10. This excludes Direct-Billed Accounts.                                    | \$250 per day   | The SLA clock stops when the timestamp for when the proper electronic billing file is submitted to the Department.                                              |

|                             |        |                                         |                                                                                                                                                                                                                    |               |                                                                                                                                                 |
|-----------------------------|--------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | SLA-F2 | Application of Billing Credits          | Apply each credit by the second available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10<br>This excludes Direct-Billed Accounts.                                      | \$750 per day | The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.         |
| Direct Ordering and Billing | SLA-G1 | Cost Recovery Payment to DMS            | An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2 | \$750 per day | The SLA clock stops the date the check is deposited into the DMS account.                                                                       |
|                             | SLA-G2 | Direct-Billed Accounts Monthly Report   | A Direct-Billed Accounts Monthly Report will be provided no later than the 30 <sup>th</sup> of the month on all direct-billed accounts, in accordance with SOW subsection 6.4                                      | \$750 per day | The clock stops when an acceptable Direct-Billed Accounts Monthly Report is provided to DMS.<br><br>The SLA clock is on hold while DMS reviews. |
|                             | SLA-G3 | Direct-Billed Accounts Quarterly Report | A Direct-Billed Accounts Quarterly Report will be provided no later than the 30 <sup>th</sup> of the month on all direct-billed accounts, in accordance with SOW subsection 6.5                                    | \$750 per day | The clock stops when an acceptable Direct-Billed Accounts Quarterly Report is provided to DMS. The SLA clock is on hold while DMS reviews.      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Mobile Communication Services<br/>(MCS)</b> | <b>SUNCOM Contract No.: DMS-19/20-006<br/>End User Price List (EUPL)</b>                                  |
| <b>DETAILED PRODUCT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                |                                                                                                           |
| <b>VOICE (PER MINUTE) RATE PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>SOC CODE</b>                                | <b>CONTRACT PRICE</b>                                                                                     |
| (Flat Rate) Per Minute Voice Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ODNN00360                                      | 4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage |
| <p><b>Example: (Flat Rate) Per Minute Voice Plan (4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights &amp; Weekend minutes with \$0.04 Overage) plus MSG3 (Unlimited Messages (SMS/MMS)) for \$5.15 = \$5.15/month plus any per minute voice charges.</b></p> <p><b>Government Nation Flat Rate Voice Plan</b><br/>AT&amp;T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&amp;T network. And, you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&amp;T ("Government Agreement") and their respective Corporate Responsibility Users ("CRUs"). Flat Rate Plans are only available to customers' CRUs whose principal residence or principal Government office is within an eligible AT&amp;T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.</p> <p><b>Minute Increment Billing and Usage</b><br/>Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&amp;T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.</p> <p><b>Mobile to Mobile Minutes</b><br/>If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&amp;T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&amp;T voicemail and return calls from voicemail are not included.</p> <p><b>Nights and Weekends</b><br/>Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.</p> |                                                |                                                                                                           |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

| VOICE POOLED MINUTE PLANS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SOC CODE | CONTRACT PRICE                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------|
| 100 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP100  | \$18.54, 25¢/min over 100; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes        |
| 200 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP200  | \$20.60, 25¢/min over 200; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes        |
| 300 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP300U | \$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 400 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP400U | \$24.99, 25¢/min over 400; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 500 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP500  | \$31.93, 25¢/min over 500; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 600 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP600  | \$32.99, 25¢/min over 600; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 700 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP700  | \$33.99, 25¢/min over 700; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 800 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP800  | \$39.14, 25¢/min over 800; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 900 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GOVP900  | \$41.20, 25¢/min over 900; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes   |
| 1000 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GOVP1000 | \$45.32, 25¢/min over 1000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes  |
| 6000 Min Pooled Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GOVP6000 | \$131.84, 25¢/min over 6000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes |
| <p><b>Government Voice Pooled Nation Plan</b></p> <p>Customer's Corporate Responsibility User's (CRU's) may activate service on the Government Voice Pooled Nation Plans described above ("Pooled Plans"). Government CRU's on a Pooled Plan aggregate, or "pool", their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes, it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU uses more than his or her Anytime Minutes, it creates an overage with respect to Anytime Minutes ("Over Minutes"). The Pool's Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Overage Minutes, resulting in a monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000</p> |          |                                                                                                         |

Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T's wireless pooled plans, including but not limited to Government National Pooled Plans and Government Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however, these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile-to-Mobile Minutes, Night & Weekend Minutes and/or any other promotional minutes are not included in a Pool. Nights and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. When your entire pool of minutes has been retired, additional minutes inside the AT&T Government Pooled Nation plan National Service Area is \$0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Consolidated invoicing required.

| UNLIMITED VOICE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SOC CODE  | CONTRACT PRICE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|
| Unlimited Voice Plan (Nationwide)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BN7NM0A60 | \$49.99        |
| <p><b>Unlimited Voice Services</b></p> <p>Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&amp;T may, at its option, terminate your Service or change your plan to one with no unlimited usage components. Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&amp;T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&amp;T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&amp;T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.</p> |           |                |



| PER MEGABYTE; DATA PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | SOC CODE | CONTRACT PRICE                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------|
| Per MB; Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | MPPU     | Allowed on feature phone only (\$0.00 MRC, \$2.00/MB overage) |
| <p><b>Pay Per Use Data Plan</b><br/>Provides Pay-Per-Use (PPU) data. PPU plan is auto-attached to all activations. Mobile Web Data Packages are Bolt-On features for handset browsing and CANNOT be used on BlackBerry, iPhone, LaptopConnect, or Smartphone devices<br/>Note: Data Pay Per Use is available. However, customers should be discouraged from using PPU with these equipment types due to potential high usage charges. These plans should NOT be used for Tethering customers. Customers may be removed from these plans if improper usage is determined. These plans do NOT include International Roaming!<br/>Connect to the mobile web, email, search applications and more. Customer must have a voice plan provisioned.<br/>Feature(s) must be added on a per line basis.</p> |          |                                                               |

| SMARTPHONE<br>HOTSPOT/TETHERING DATA<br>PLANS                                                                                                    | SOC CODES                                                 | CONTRACT PRICE                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------|
| 5GB Hotspot/Tethering Pooled Data Plan (Does Not Include Messaging) MSG3 (Unlimited Messaging) may be added depending on the voice plan selected | BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E | \$32.96, \$0.015 per MB over 5GB (Pooled) |

**Example: GOVP300U (\$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus BDPIP50E (\$32.96, \$0.015 per MB over 5GB (Pooled)) = \$56.65/month. If you need unlimited messaging, you add the MSG3 (Unlimited Messages (SMS/MMS)) for \$0.00 = \$56.65/month.**

#### **Government Data Pooled Nation Plan**

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at [www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms). Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See [attwifi.com](http://attwifi.com) for details and locations. International roaming not included.

**AT&T Data Plans with Tethering**

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

| UNLIMITED SMARTPHONE DATA PLANS                            | SOC CODES                                                                                                                        | CONTRACT PRICE |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|
| Unlimited Data Plan (Includes Unlimited Messaging)         | RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G                                        | \$23.69        |
| Unlimited Data Plan (Does Not Include Unlimited Messaging) | RLTESMTE2, RLTTBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTTBW7, LTBTBW7SV, LTBTBWS7 | \$23.69        |

**Example: GOVP300U (\$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus RLTEEMB1 (\$23.69, Unlimited Data Plan with Unlimited Messaging) = \$47.38/month.**

**Intended Uses Of AT&T's Wireless Data Service**

AT&T's wireless data network is a shared resource, which AT&T manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of AT&T's wireless data service are permitted and others are prohibited. The terms and conditions of your use of

**AT&T's wireless data service are set forth below**

**Permitted Activities.** AT&T's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and I using applications and content without excessively contributing to network congestion.

**You agree to use AT&T's wireless data services only for these permitted activities**

**Prohibited Activities:** AT&T's wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, I adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

**The following specific uses of AT&T's wireless data service are prohibited**

- AT&T's wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of AT&T's wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources. For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).

- AT&T's wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "autoresponders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T data retry requirements (as may be modified from time to time).
- AT&T's wireless data services also may not be used with high bandwidth applications, services and content that is not optimized to work with AT&T's wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet AT&T's wireless data services optimization requirements. You agree not to use AT&T's wireless data services for any of these prohibited activities. AT&T's Rights to Ensure Compliance. You agree that AT&T has the right to take any and all actions necessary to enforce this Section 4.2 if you use AT&T's wireless data services in any manner that is prohibited, including, but not limited to, the following actions:
  - AT&T may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;
  - AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
  - AT&T may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. AT&T will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means;
  - AT&T may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that AT&T collects about its customers, and how it uses and protects that information are addressed in the AT&T Privacy Policy (see [att.com/privacy](http://att.com/privacy));
  - If you are an AT&T unlimited data plan customer, AT&T may migrate you from the unlimited data plan to a tiered data plan and bill you the appropriate monthly fees. We will provide you with notice of this change at least one billing cycle in advance either by a bill insert, email, text message, or other appropriate means;
  - AT&T may interrupt, suspend, cancel, or terminate your wireless data services without advance notice.

#### **Unlimited Data Customers**

If you are a grandfathered AT&T unlimited plan data service customer, you agree that "unlimited" means you pay a fixed monthly charge for wireless data service regardless of how much data you use. You further agree that "unlimited" does not mean that you can use AT&T's wireless data service in any way that you choose or for any prohibited activities, and that if you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

| <b>ALL INCLUSIVE PLANS</b>                                                  |                                                                                                                                                                                        |                       |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>UNLIMITED VOICE PLAN BUNDLES</b>                                         | <b>SOC CODE COMBINATION</b>                                                                                                                                                            | <b>CONTRACT PRICE</b> |
| Unlimited Voice and Unlimited Data                                          | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V,<br>LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7,<br>RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV,<br>LTBTBWS7    | \$49.99               |
| Unlimited Voice, Unlimited Data, and Unlimited Messaging                    | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2,<br>RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V,<br>RLTBEMB1G                                                | \$49.99               |
| Unlimited Voice and 5GB Pooled Hotspot/Tethering Data                       | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>BDPP50, BDPSML50, BDPBB50E, BDPBL50E,<br>BDPIP50E, BDPIPS50E                                                                                   | \$49.99               |
| Unlimited Voice, 5GB Pooled Hotspot/Tethering Data, and Unlimited Messaging | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>BDPP50, BDPSML50, BDPBB50E, BDPBL50E,<br>BDPIP50E, BDPIPS50E PLUS MSG3                                                                         | \$49.99               |
| Unlimited Voice and Unlimited Hotspot/Tethering Data                        | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE,<br>GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT,<br>GSASPUNAT, GSALUNLTE, GSALUNTEV                  | \$59.99               |
| Unlimited Voice, Unlimited Hotspot/Tethering Data, and Unlimited Messaging  | BN7NM0A60 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE,<br>GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT,<br>GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS<br>RGOVMSG3 | \$59.99               |

| <b>ALL INCLUSIVE PLANS CONTINUED</b>                                                                                                                                                           |                                                                                                                                                                              |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>VOICE POOLED MINUTE PLAN UNLIMITED HOTSPOT/TETHERING BUNDLES</b>                                                                                                                            | <b>SOC CODE COMBINATION</b>                                                                                                                                                  | <b>CONTRACT PRICE</b> |
| 100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                       | GOVP100 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV                | \$52.23               |
| 100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging      | GOVP100 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3  | \$52.23               |
| 200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                       | GOVP200 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV                | \$54.29               |
| 200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging      | GOVP200 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3  | \$54.29               |
| 300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                  | GOVP300U PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$57.38               |
| 300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging | GOVP300U PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$57.38               |
| 400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                  | GOVP400U PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$58.68               |
| 400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging | GOVP400U PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$58.68               |
| 500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and                                                                                               | GOVP500 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT,                                                                                                       | \$65.62               |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                                                                                                                                                                  |                                                                                                                                                                          |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                                                                                                                     | GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV                                                                                   |         |
| 500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging   | GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$65.62 |
| 600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                    | GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$66.68 |
| 600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and 5 Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging | GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$66.68 |
| 700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                    | GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$67.68 |
| 700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging   | GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$67.68 |
| 800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                    | GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$72.83 |
| 800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging   | GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$72.83 |
| 900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                    | GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$74.89 |
| 900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and                                                                                                 | GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT,                                                                                                      | \$74.89 |



Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                                                                                                                                                                                                                |                                                                                                                                                                              |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging                                                                                                                                                  | GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3                                                                         |                       |
| 1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only                                                                | GOVP1000 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV               | \$79.01               |
| 1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging                                               | GOVP1000 PLUS ONE OF THE FOLLOWING:<br>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3 | \$79.01               |
| <p><b>Example: GOVP300U (25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus GSA3IUNAT (Unlimited Hotspot/Tethering Data) plus RGOVMSG3 (Unlimited Messages (SMS/MMS)) = \$57.38/month.</b></p> |                                                                                                                                                                              |                       |
| <b>*STANDALONE SMARTPHONE UNLIMITED HOTSPOT/TETHERING DATA PLAN WITH NATIONWIDE FLAT RATE VOICE PLAN BUNDLE</b>                                                                                                                                | <b>SOC CODE</b>                                                                                                                                                              | <b>CONTRACT PRICE</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                        |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <p>Unlimited Hotspot/Tethering Data Plan for \$35.99/month when bundled with our Nationwide Flat Rate Voice Plan at \$0.05/minute with Unlimited Mobile to Mobile and Unlimited Nights and Weekends<br/><b>Note:</b> Unlimited Messaging (SMS/MMS) code RGOVMSG3 may be added for no additional charge</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>ODNN0007 PLUS ONE OF THE FOLLOWING:<br/>GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV</p> | <p>\$35.99 and 5.0¢/Minute</p> |
| <p><b>Government Nation Flat Rate Voice Plan</b><br/>AT&amp;T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&amp;T network. And, you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&amp;T ("Government Agreement") and their respective Corporate Responsibility Users ("CRUs"). Flat Rate Plans are only available to customers' CRUs whose principal residence or principal Government office is within an eligible AT&amp;T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.</p> <p><b>Minute Increment Billing and Usage</b><br/>Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&amp;T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.</p> <p><b>Mobile To Mobile Minutes</b><br/>If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&amp;T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&amp;T voicemail and return calls from voicemail are not included.</p> <p><b>Nights and Weekends</b><br/>Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.</p> <p><b>AT&amp;T Data Plans with Tethering</b><br/>Tethering is a wireless or wired method in which your AT&amp;T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&amp;T data plans with tethering enabled may be used for tethering your AT&amp;T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&amp;T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&amp;T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).</p> |                                                                                                                                                                        |                                |
| <p><b>TABLETS, MI-FI, NETBOOKS, AIRCARDS DATA PLANS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>SOC CODES</b></p>                                                                                                                                                | <p><b>CONTRACT PRICE</b></p>   |

|                                                                  |                                       |                                           |
|------------------------------------------------------------------|---------------------------------------|-------------------------------------------|
| 5GB Cross Device Pooling: Tablets, Mi-Fi, Netbooks, and Aircards | BDPDC50, BDPDCL50, BDPPAD50, BDPPDL50 | \$33.99, \$0.015 per MB over 5GB (Pooled) |
|------------------------------------------------------------------|---------------------------------------|-------------------------------------------|

**Government Data Pooled Nation Plan**

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at [www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms). Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

| UNLIMITED DATA CONNECT PLAN                                                                                                                                                                                                                                                                         | SOC CODES                                                     | CONTRACT PRICE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------|
| Unlimited Data Connect                                                                                                                                                                                                                                                                              | LTEDDUG, DDUG, PADUNGOV,<br>LTEPDUNGV, LTETBUNGV,<br>TABUNGOV | \$34.99        |
| <p><b>Data Connect and Laptop Connect plans</b><br/>These plans provide for unlimited data usage for 3G and 4G/LTE capable Netbooks, Notebooks, Laptops, and USB devices. Plan provides unlimited domestic data. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.</p> |                                                               |                |

| UNLIMITED DATA CONNECT PLAN<br>(Continued)                                                                                                                                                                                                                                         | SOC CODES | CONTRACT PRICE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|
| Unlimited LTE Hotspot/Tethering<br>Data Plan for the Apple iPad                                                                                                                                                                                                                    | GOVPADUN  | \$34.99        |
| <b>Data Connect and Laptop Connect plans</b><br>This plan provides for unlimited data usage for LTE capable Apple iPad devices. Plan provides unlimited domestic data and unlimited mobile hotspot. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply. |           |                |

| TELEMETRY DATA PLANS                                | SOC CODES  | CONTRACT PRICE |
|-----------------------------------------------------|------------|----------------|
| 1 MB Pooled Plan                                    | PTCJ, PCTJ | \$4.00         |
| 2 MB Pooled Plan                                    | PCTK, PTCK | \$4.50         |
| 3 MB Pooled Plan                                    | PTCL, PCTL | \$5.00         |
| 4 MB Pooled Plan                                    | PTCM, PCTM | \$5.50         |
| 5 MB Pooled Plan                                    | PTCN, PCTN | \$6.00         |
| 10 MB Pooled Plan                                   | PTCI, PCTI | \$8.50         |
| 20 MB Telemetry                                     | WWC5, WWC6 | \$10.00        |
| 50 MB Business Connect Plans                        | CCPSB14L   | \$12.00        |
| 250 MB LTE Business Connect CCS Pooled Standalone   | CCPSA11L   | \$14.99        |
| 1000 MB LTE Business Connect CCS Pooled Stand Alone | CCPSA12L   | \$24.99        |
| 5000 MB LTE Business Connect CCS Pooled Stand Alone | CCPSA13L   | \$33.99        |

**(Telemetry Data) Government Connect Plans**

Are intended for use with machine-to-machine and/or Wireless Wide Area Network (WWAN) applications and not for support of individual remote or mobile workers using a laptop or PDA. For plans designed for laptop and PDA customers, see DataConnect rate plan brochure. AT&T also imposes the following charges: a Federal telecom regulation gross receipts surcharge and State and Federal Universal Service charges. ELIGIBILITY: Valid eligible Government or government agreement for wireless service required. Government Connect plans are restricted to corporate responsibility end users ("Corporate Responsibility Users" or "CRUs"). Individual responsibility end users (a.k.a. "Sponsorship Employees") may not activate lines under Government Connect plans. Government customer and CRU service address(es) must be within an AT&T-owned wireless network coverage area. Fixed wireless deployments must be installed within an AT&T-owned wireless network coverage area. Ask your AT&T account representative for address verification. Government Connect plans only work with select equipment, features, billing services and service offerings. VOICE CALLING: Voice calling is restricted on the 1MB, 5MB, and 10MB plans. For primary and backUp plans with a voice-capable device, voice calls are \$0.40 per minute on AT&T's wireless network and \$0.69 per minute for domestic roaming voice calls off AT&T's wireless network. See AT&T Nation® Rate Plan map for voice coverage area. If desired, subscribers may request voice blocking on any rate plan at no additional cost. MESSAGING: The default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.20/message for Text Messages and \$0.50/message for Picture/Video Messages. Additional charges for premium content apply. MISCELLANEOUS: AT&T strongly encourages the use of compatible customer-provided and/or third-party security solutions, such as virtual private networks (VPNs). Additional eligibility, billing, usage and other restrictions and terms apply. See General Terms and Conditions and applicable Additional Terms that follow. I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S GOVERNMENT CONNECT WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH SUCH WIRELESS DATA SERVICES AND WIRELESS CONTENT. AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of

device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. Compatible data-enabled wireless device required.

Usage/Billing: Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KIBOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULLMINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems. Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on AT&T's wireless network are \$0.40 per minute and \$0.69 per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan. Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands. International Roaming: See att.com/wireless international or dial 866.246.4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States. Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download

speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every Government or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever. Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for Wireless Wide Area Network (WWAN) applications (e.g. machine-to-machine connections). While most common uses for Wireless Wide Area Network (WWAN) applications are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications; (ii) "auto-responders," "cancelbots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iii) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (iv) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (v) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/ or for the operation of servers, is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies. Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Changes to the terms and conditions: These terms and conditions may be changed from time to time. AT&T will post the most current version of these terms and conditions at



[https://www.wireless.att.com/businesscenter/en\\_US/pdf/legal/large-business-GTCs-061619.pdf](https://www.wireless.att.com/businesscenter/en_US/pdf/legal/large-business-GTCs-061619.pdf) or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions. Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible. Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at [att.com/Acceptable Use Policy](http://att.com/Acceptable Use Policy), as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, [att.com/wireless](http://att.com/wireless) or AT&T Customer Service for additional conditions, restrictions, privacy policy and information. Intellectual Property: All trademarks, service marks and trade names used on, or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner.

II. ADDITIONAL TERMS APPLICABLE TO GOVERNMENT CONNECT FOR SPECIFIC WIRELESS DATA SERVICES, TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING. Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/ Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. Fixed wireless deployments: INSTALLATION MUST BE WITHIN AN AT&T-OWNED WIRELESS NETWORK COVERAGE AREA AND USAGE OF THE SERVICES ON OTHER CARRIERS' WIRELESS NETWORKS ("OFFNET USAGE") IS PROHIBITED. If your fixed wireless deployment incurs any off-net usage, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. Mobile wireless deployments: If

your mobile wireless deployment Off-net Usage exceeds 10% of the kilobytes included with your plan during any two consecutive months, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement.

Government Connect plans (excluding \$29.99 plan): Consolidated billing is required. WIN Advantage® may also be required. AT&T will not provide Customer Care support on an individual subscriber basis, including without limitation, 611 calls from the device into the AT&T Customer Care support center. For Customer Care support, you must go through one designated contact, such as your telecom manager or system administrator, for all your CRUs under the plan.

Pooling: Within a single Foundation Account (FAN), Customer's CRUs with pooling on an eligible Government Connect Plan ("Pooled Plan") aggregate or "pool" their included data usage ("Included Usage"), creating a "Pool." To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her included usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1,000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Telemetry connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on pooled plans; however, these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a pool.

| MESSAGING PLANS                                                                                                                                                                                                                                                                                                                            | SOC CODE | CONTRACT PRICE                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------|
| 200 Messages (SMS/MMS)                                                                                                                                                                                                                                                                                                                     | RMSG1    | \$0.00, 10.0¢/message over 200 |
| *Unlimited Messaging (SMS/MMS) SOC Code<br>*(should be used when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a feature phone or when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a smartphone with a 5GB Pooled Hotspot/Tethering Data Plan otherwise, it is \$5.15) | MSG3     | *\$0.00/\$5.15                 |
| **Unlimited Messaging (SMS/MMS) SOC Code<br>(Should be used when adding a pooled minute voice plan or unlimited voice plan to a smartphone Unlimited Hotspot/Tethering Data Plan otherwise, it is \$5.15)                                                                                                                                  | RGOVMSG3 | **\$0.00/\$5.15                |
|                                                                                                                                                                                                                                                                                                                                            |          |                                |

| ENHANCED PUSH TO TALK PLANS (ePTT)             | SOC CODES                  | CONTRACT PRICE               |
|------------------------------------------------|----------------------------|------------------------------|
| Enhanced PTT Bolt-On with a Non-Flat Rate Plan | EPPT05, EPTT05F, EPTTAPNLB | \$3.00, Unlimited ePTT       |
| Enhanced PTT Bolt-On with a Flat Rate Plan     | EPTT1999, EPTT1999F        | \$10.00, Unlimited ePTT      |
| Enhanced PTT Standalone Price Plan             | EPTT030, EPTTAPNLR         | \$18.99, Unlimited ePTT only |
| Enhanced PTT Integrated Dispatch Software      | EPTTDP, FNEPTTDP1, FNIDC   | \$30, Per License            |

#### **Enhanced Push to Talk Plans**

AT&T Enhanced Push-to-Talk ("Enhanced PTT") is an IP-based end-to-end communications and applications platform that provides sub-second connections, advanced features that operate on a broad portfolio of compatible smartphone and rugged phone devices, and integration with various advanced mobility applications for use on the AT&T wireless data network and compatible Internet-connected networks.

#### **General**

Enhanced PTT subscribers can hold near-instant voice communications with individuals and groups of up to 250 designated users with compatible devices ("End Users") on AT&T's wireless data network and compatible Wi-Fi networks. Using the online Corporate Administrator Tool, subscribers can create lists of up to 1,000 contacts and view their contacts' availability in real time through the use of status indicators. In addition, supervisors can override PTT calls in order to communicate time-sensitive messages to their teams. Using the optional Integrated Dispatch feature, subscribers can view End Users' locations on a map and record PTT communications with the administrator's PC. Using the optional Interoperability Feature, EPTT users can communicate with Land Mobile Radio and other external PTT networks using additional equipment, services and/or software available from third-party providers.

#### **Enhanced Push to Talk Integrated Dispatch Software**

Integrated Dispatch allows a dispatcher to operate from a centralized corporate facility and manage the activities for a set of mobile Enhanced Push-to-Talk users (also called fleet members) working in the field. This enables an organization to effectively manage day to day dispatch operations and rapidly respond to incidents, urgent situations, customer requests, facility events, and other situations that require quick actions. Managing your mobile users is easier than ever with the ability to see the location and PTT availability status of your group in near real-time. Using Integrated Dispatch, your administrators can view all of their EPTT users on a map, send and receive individual or group calls, send highly secure messages & files, and more – all from the convenience of a web-browser solution.

**Important Information**

Software: Enhanced PTT (the "Service") consists of client software that is installed on supported devices that operate on the AT&T wireless data network and compatible Internet-connected networks. Use of the service on supported smartphones and PCs requires download and installation of the Enhanced PTT client software onto such devices. Other software on an end user's device may impair performance. Customer and its end users must accept the EPTT End User License Agreement that may be found at [www.att.com/eptteula](http://www.att.com/eptteula) prior to Customer's installation and use of the Enhanced PTT software on their devices and PCs. Use of Integrated Dispatch software requires acceptance of the Integrated Dispatch End User License Agreement presented during installation. AT&T or its suppliers retain all right, title and interest, including, without limitation, all intellectual property rights, in and to all such software. SERVICE LIMITATIONS: ENHANCED PTT IS NOT INTENDED FOR USE IN EMERGENCY OR CRITICAL COMMUNICATIONS SETTINGS, OR WHERE ENCRYPTION IS REQUIRED FOR END-TO-END DATA IN TRANSIT. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. If the Customer attempts to access Enhanced PTT via a custom Access Point Name (APN), through a firewall or from a network that does not meet the specified network access criteria defined at Enabling Requirements, the Service will not work. Enhanced PTT service is not compatible with traditional circuit-switched voice calls or certain other AT&T wireless services, including, without limitation, voice mail/Visual Voice Mail, AT&T Address Book, and Wireless Priority Service. The Service requires use of a supported wireless device or a Personal Computer running Windows Vista OS or higher ("PC"). Use of the Enhanced PTT client for PCs may require that the PC be connected to AT&T's wireless network through an integrated modem/aircard or mobile hotspot device with a qualified data plan service. A list of supported devices is available at [www.att.com/eptt](http://www.att.com/eptt), which is subject to change. The user interface and service performance may vary by device, and Integrated Dispatch features may not be compatible with all wireless devices. The Service is available to Customers with a qualified AT&T Government or government agreement ("Enterprise Agreement") and their associated corporate responsibility users ("CRUs") and individual responsibility users ("IRUs"). It may not be available for purchase in all areas, and not all service features and functionality are available on all supported devices. The Corporate Administrator Tool, Integrated Dispatch and Enhanced PTT client for PCs are only available for use with CRUs. Service performance is subject to transmission limitations and terrain, system, capacity and other limitations. The Service is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms. Enhanced PTT is designed to work only over AT&T's domestic wireless data network footprint and for AT&T subscribers over compatible Wi-Fi networks. Enhanced PTT is disabled while using domestic or international roaming cellular wireless networks. Wireless data coverage is not available in some areas. AT&T mobility coverage maps are available at <https://www.att.com/maps/wireless-coverage.html>. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Usage of Enhanced PTT on networks other than the AT&T wireless data network is dependent on proper configuration and quality of the network connection (see Enabling Requirements for details). AT&T is unable to provide troubleshooting or configuration assistance for third-party network connections and may be limited in its ability to troubleshoot service problems for transmissions made using such networks. AT&T provides no customer support in this regard other than verifying connectivity to the AT&T network and the Service.

# **FIRSTNET**

## **What is FirstNet?**

FirstNet is a nationwide public safety communications platform dedicated to first responders in a public-private partnership between AT&T and the First Responder Network Authority.

## **What is FirstNet's Mission?**

To deploy, operate, maintain, and improve the first high-speed, nationwide wireless broadband network dedicated to public safety. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions.

## **Who qualifies for FirstNet?**

We have 2 types of eligible Public Safety Entities, Primary Users and Extended Primary Users. Primary Users are Public Safety Entities that act as first responders, the agencies who are at an emergency scene first. This includes law enforcement, fire protection services, emergency medical services, emergency (911) call dispatching and government Public Safety Answering Points, emergency planning and management offices, and ambulance services.

Extended Primary Users are those agencies, organizations, non-profit or for-profit companies that provide public safety services in support of Primary Users. They provide mitigation, remediation, overhaul, clean-up, restoration, or other such services during or after an incident.

## **FirstNet Eligibility:**

In order to take advantage of the AT&T FirstNet Solution, Customer must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, or a FirstNet Eligible User and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network.

## **Who will manage the FirstNet account and pay the bill?**

Primary Users can have two types of authorized users: Agency Paid Users and Subscriber Paid Users; Extended Primary Users can have only Agency Paid Users.

Agency Paid Users are employees and contractors of a qualified Public Safety Entity. The Public Safety Entity pays for the FirstNet service for Agency Paid Users.

Subscriber Paid Users are verified and approved (a) employees of a Primary User Public Safety Entity or (b) qualified volunteer personnel affiliated with a Primary User Public Safety Entity. Subscriber Paid Users pay for their own FirstNet service.

## CUSTOM FIRSTNET MOBILE PLANS

### 1. FirstNet Custom Offer:

Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §2 (including all sub-sections and Tables), Contractor will provide Customer and the FirstNet Eligible Users, as defined in this Amendment, the following custom offer: the FirstNet Mobile Plans as described in Section 2.1 herein (the "Custom FirstNet Mobile Pooled and Unlimited Plans") the FirstNet Mobile Plans – Subscriber Paid as described in Section 2.2 herein (the "Custom FirstNet Mobile Subscriber Paid Plans") and the FirstNet Activation Credit as described in Section 2.3 herein, collectively referred to herein as the "Custom FirstNet Mobile Plans". The Custom FirstNet Mobile Plans are, at times, referred to as the "Custom Offer". The Custom Offer is available for the term of the Agreement.

#### 1.1 Custom FirstNet Mobile Pooled and Unlimited Plans.

The Custom FirstNet Mobile Pooled and Unlimited Plans shall consist of the following:

**TABLE 1.1.1**  
**CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES\*\***

|                                            | <b>Add<br/>-a-<br/>Line</b> | <b>2GB</b>     | <b>5GB</b>     | <b>50GB</b>     | <b>100GB</b>    | <b>500GB</b>      | <b>1000GB</b>     |
|--------------------------------------------|-----------------------------|----------------|----------------|-----------------|-----------------|-------------------|-------------------|
| <b>For use with an unsubsidized device</b> | \$15.99<br>MSC*             | \$24.50<br>MSC | \$36.00<br>MSC | \$205.00<br>MSC | \$373.00<br>MSC | \$1,745.00<br>MSC | \$3,350.00<br>MSC |
| <b>For use with a subsidized device</b>    | \$35.99<br>MSC              | \$44.50 MSC    | \$56.00<br>MSC | \$225.00<br>MSC | \$393.00<br>MSC | \$1,765.00<br>MSC | \$3,370.00<br>MSC |

\*MSC means Monthly Service Charge

\*\* Plans outlined include Unlimited Voice and Text

**TABLE 1.1.2\***  
**CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES\***

|                                                       |                                   |
|-------------------------------------------------------|-----------------------------------|
| <b>Add-a-Line for use with an unsubsidized device</b> | \$10.99<br>Monthly Service Charge |
| <b>Add-a-Line for use with a subsidized device</b>    | \$22.99<br>Monthly Service Charge |

\*Plans outlined above include Unlimited Voice and Text

**TABLE 1.1.3**  
**CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

|                                            | <b>Add<br/>-a-<br/>Line</b> | <b>2GB</b>     | <b>5GB</b>     | <b>50GB</b>     | <b>100GB</b>    | <b>500GB</b>      | <b>1000GB</b>     |
|--------------------------------------------|-----------------------------|----------------|----------------|-----------------|-----------------|-------------------|-------------------|
| <b>For use with an unsubsidized device</b> | \$10.00<br>MSC              | \$16.00<br>MSC | \$23.00<br>MSC | \$200.00<br>MSC | \$368.00<br>MSC | \$1,740.00<br>MSC | \$3,343.00<br>MSC |
| <b>For use with a subsidized device</b>    | \$20.00<br>MSC              | \$26.00<br>MSC | \$33.00<br>MSC | \$210.00<br>MSC | \$378.00<br>MSC | \$1,750.00<br>MSC | \$3,353.00<br>MSC |

**TABLE 1.1.4**  
**CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

|                                   | <b>Unlimited Enhanced for<br/>Smartphones*</b> | <b>Unlimited Standard for<br/>Smartphones**</b> | <b>Unlimited for Data-only<br/>Devices</b> |
|-----------------------------------|------------------------------------------------|-------------------------------------------------|--------------------------------------------|
| <b>Monthly<br/>Service Charge</b> | \$44.99                                        | \$39.99                                         | \$34.99                                    |

\*Enhanced Smartphone includes Unlimited, Voice, Text, Data, and Mobile Hotspot

\*\* Standard Smartphone includes Unlimited, Voice, Text, and Data only

**TABLE 1.1.5**  
**CUSTOM FIRSTNET ENHANCED\* PTT ONLY PLANS**

|                                                                                                             |                                   |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Unlimited FirstNet Enhanced PTT Only Plan<br/>for use with an unsubsidized, compatible Feature Phone</b> | \$9.99<br>Monthly Service Charge  |
| <b>Unlimited FirstNet Enhanced PTT Only Plan<br/>for use with a subsidized, compatible Feature Phone</b>    | \$17.99<br>Monthly Service Charge |

\*Enhanced PTT includes Unlimited, Voice, Text, Data, and Mobile Hotspot



**Custom FirstNet Mobile Plans – Subscriber Paid.**

In addition to Custom FirstNet Mobile Pooled and Unlimited Plans available to Customer and its CRUs, Contractor offers a Subscriber Paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes Contractor to provide such individuals with the discounts set forth in §1.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Customer must remain eligible for the Custom FirstNet Mobile Plans described in §1.1 for the Custom FirstNet Mobile Subscriber Paid Plans described in §1.2 to apply. The corresponding subscriber must be eligible to activate Service on the underlying version of the corresponding Custom FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are only available to Subscriber Paid Users. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table below will be achieved via application of a modifier also reflected on the invoice.

**TABLE 1.2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – FIRST RESPONDER PLANS\***

|                                                        | For use with<br>Smartphone<br>2GB | For use with<br>Smartphone<br>5GB | For use with<br>Feature Phone<br>100MB | For use with<br>Tablet<br>2GB | For use with<br>Tablet<br>5GB |
|--------------------------------------------------------|-----------------------------------|-----------------------------------|----------------------------------------|-------------------------------|-------------------------------|
| <b>Monthly<br/>Service Charge</b>                      | \$24.50                           | \$36.00                           | \$10.99                                | \$16.00                       | \$23.00                       |
| *Plans outlined above include Unlimited Voice and Text |                                   |                                   |                                        |                               |                               |

**TABLE 1.2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – FIRST RESPONDER UNLIMITED PLANS**

|                                                                                                                                                               | Unlimited Smartphone Plan<br>(without Mobile Hotspot)* | Unlimited Smartphone Plan<br>(with Mobile Hotspot)** | Unlimited Tablet Plan<br>(with Mobile<br>Hotspot)*** |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| <b>Monthly<br/>Service Charge</b>                                                                                                                             | \$39.99                                                | \$44.99                                              | \$34.99                                              |
| *Includes Unlimited Voice, Text, and Data only<br>**Includes Unlimited Voice, Text, Data, and Mobile Hotspot<br>***Includes Unlimited Data and Mobile Hotspot |                                                        |                                                      |                                                      |

| AT&T Mobility Application Solutions    |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>AT&amp;T Mobile Field Solutions</b> | <b>Netmotion VPN</b>                                | <b>A client/server software-only mobile Virtual Private Network ("VPN") for Windows operating devices, including laptops, tablets, pocket PCs and smartphones, that provides application persistence to the Transport Layer of the Open System Interconnection ("OSI") Layer. The Solution also helps to protect the VPN tunnel and applications from data loss, and it does not require multiple log-ins or re-authentication when a user suspends, and resumes use of devices or transitions across networks.</b> |
|                                        |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b><u>Product Code</u></b>             | <b><u>Product Name</u></b>                          | <b><u>List Price</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43019                              | Mobility for Windows (25-99)                        | \$200.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43690                              | Mobility for Windows (100-249)                      | \$145.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43691                              | Mobility for Windows (250-499)                      | \$135.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43692                              | Mobility for Windows (500-999)                      | \$125.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43020                              | Mobility for Windows + Analytics (25-99)            | \$220.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43693                              | Mobility for Windows + Analytics (100-249)          | \$160.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43694                              | Mobility for Windows + Analytics (250-499)          | \$150.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43695                              | Mobility for Windows + Analytics (500-999)          | \$140.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43021                              | Mobility for Windows + NAC (25-99)                  | \$220.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43696                              | Mobility for Windows + NAC (100-249)                | \$160.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43697                              | Mobility for Windows + NAC (250-499)                | \$150.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43698                              | Mobility for Windows + NAC (500-999)                | \$140.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43022                              | Mobility for Windows + NAC & Analytics (25-99)      | \$240.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43704                              | Mobility for Windows + NAC & Analytics (100-249)    | \$175.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43703                              | Mobility for Windows + NAC & Analytics (250-499)    | \$165.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43705                              | Mobility for Windows + NAC & Analytics (500-999)    | \$155.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43023                              | Mobility for Windows + Policy (25-99)               | \$275.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43700                              | Mobility for Windows + Policy (100-249)             | \$210.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43043                              | Mobility for Windows + Policy (250-499)             | \$195.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43044                              | Mobility for Windows + Policy (500-999)             | \$180.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43024                              | Mobility for Windows + Policy & Analytics (25-99)   | \$295.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| RTL.43045                              | Mobility for Windows + Policy & Analytics (100-249) | \$225.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                                          |          |
|-----------|----------------------------------------------------------|----------|
| RTL.43046 | Mobility for Windows + Policy & Analytics (250-499)      | \$210.00 |
| RTL.43047 | Mobility for Windows + Policy & Analytics (500-999)      | \$195.00 |
| RTL.43025 | Mobility for Windows + Policy & NAC (25-99)              | \$295.00 |
| RTL.43711 | Mobility for Windows + Policy & NAC (100-249)            | \$225.00 |
| RTL.43712 | Mobility for Windows + Policy & NAC (250-499)            | \$210.00 |
| RTL.43713 | Mobility for Windows + Policy & NAC (500-999)            | \$195.00 |
| RTL.43026 | Mobility for Windows + Policy, NAC & Analytics (25-99)   | \$315.00 |
| RTL.43714 | Mobility for Windows + Policy, NAC & Analytics (100-249) | \$240.00 |
| RTL.43706 | Mobility for Windows + Policy, NAC & Analytics (250-499) | \$225.00 |
| RTL.43715 | Mobility for Windows + Policy, NAC & Analytics (500-999) | \$210.00 |
| RTL.43716 | Mobility for Android (25-99)                             | \$200.00 |
| RTL.43717 | Mobility for Android (100-249)                           | \$145.00 |
| RTL.43718 | Mobility for Android (250-499)                           | \$135.00 |
| RTL.43719 | Mobility for Android (500-999)                           | \$125.00 |
| RTL.43720 | Mobility for Android + Analytics (25-99)                 | \$220.00 |
| RTL.43721 | Mobility for Android + Analytics (100-249)               | \$160.00 |
| RTL.43722 | Mobility for Android + Analytics (250-499)               | \$150.00 |
| RTL.43723 | Mobility for Android + Analytics (500-999)               | \$140.00 |
| RTL.43724 | Mobility for Android + Policy (25-99)                    | \$275.00 |
| RTL.43725 | Mobility for Android + Policy (100-249)                  | \$210.00 |
| RTL.43726 | Mobility for Android + Policy (250-499)                  | \$195.00 |
| RTL.43727 | Mobility for Android + Policy (500-999)                  | \$180.00 |
| RTL.43728 | Mobility for Android + Policy & Analytics (25-99)        | \$295.00 |
| RTL.43729 | Mobility for Android + Policy & Analytics (100-249)      | \$225.00 |
| RTL.43730 | Mobility for Android + Policy & Analytics (250-499)      | \$210.00 |
| RTL.43731 | Mobility for Android + Policy & Analytics (500-999)      | \$195.00 |
| RTL.4882D | Mobility for iOS (25-99)                                 | \$200.00 |
| RTL.4880D | Mobility for iOS (100-249)                               | \$145.00 |
| RTL.4883D | Mobility for iOS (250-499)                               | \$135.00 |
| RTL.4874D | Mobility for iOS (500-999)                               | \$125.00 |
| RTL.4879D | Mobility for iOS + Analytics (25-99)                     | \$220.00 |
| RTL.4875D | Mobility for iOS + Analytics (100-249)                   | \$160.00 |
| RTL.4885D | Mobility for iOS + Analytics (250-499)                   | \$150.00 |
| RTL.4872D | Mobility for iOS + Analytics (500-999)                   | \$140.00 |
| RTL.4871D | Mobility for iOS + Policy (25-99)                        | \$275.00 |
| RTL.4886D | Mobility for iOS + Policy (100-249)                      | \$210.00 |
| RTL.4873D | Mobility for iOS + Policy (250-499)                      | \$195.00 |
| RTL.4887D | Mobility for iOS + Policy (500-999)                      | \$180.00 |
| RTL.4878D | Mobility for iOS + Policy & Analytics (25-99)            | \$295.00 |
| RTL.4888D | Mobility for iOS + Policy & Analytics (100-249)          | \$225.00 |
| RTL.4889D | Mobility for iOS + Policy & Analytics (250-499)          | \$210.00 |
| RTL.4890D | Mobility for iOS + Policy & Analytics (500-999)          | \$195.00 |
| RTL.43732 | Mobility Policy Module (25-99)                           | \$75.00  |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                                           |                           |
|-----------|-----------------------------------------------------------|---------------------------|
| RTL.43733 | Mobility Policy Module (100-249)                          | \$65.00                   |
| RTL.43734 | Mobility Policy Module (250-499)                          | \$60.00                   |
| RTL.43735 | Mobility Policy Module (500-999)                          | \$55.00                   |
| RTL.43736 | Mobility NAC Module (25-99)                               | \$20.00                   |
| RTL.43737 | Mobility NAC Module (100-999)                             | \$15.00                   |
| RTL.43738 | Mobility Analytics Module (25-99)                         | \$20.00                   |
| RTL.43739 | Mobility Analytics Module (100-999)                       | \$15.00                   |
| RTL.43705 | Mobility Additional Server                                | \$5,000.00                |
| RTL.43682 | Mobility SMB Account                                      | \$1,000.00                |
| RTL.4278E | Standard NM Mobility Platform                             | \$1,500.00                |
| RTL.4279E | Enterprise NM Mobility Platform                           | \$2,500.00                |
| RTL.43740 | Mobility Enterprise for Windows (1st 1000)                | \$105.00                  |
| RTL.43741 | Mobility Enterprise for Windows                           | \$55.00                   |
| RTL.43742 | Mobility Enterprise for Windows + Policy (1st 1000)       | \$150.00                  |
| RTL.43743 | Mobility Enterprise for Windows + Policy                  | \$100.00                  |
| RTL.43744 | Mobility Enterprise for Windows + NAC (1st 1000)          | \$115.00                  |
| RTL.43745 | Mobility Enterprise for Windows + NAC                     | \$65.00                   |
| RTL.43746 | Mobility Enterprise for Windows + Policy & NAC (1st 1000) | \$160.00                  |
| RTL.43747 | Mobility Enterprise for Windows + Policy & NAC            | \$110.00                  |
| RTL.43748 | Mobility Enterprise for Android (1st 1000)                | \$105.00                  |
| RTL.43749 | Mobility Enterprise for Android                           | \$55.00                   |
| RTL.43750 | Mobility Enterprise for Android + Policy (1st 1000)       | \$150.00                  |
| RTL.43751 | Mobility Enterprise for Android + Policy                  | \$100.00                  |
| RTL.4877D | Mobility Enterprise for iOS (1st 1000)                    | \$105.00                  |
| RTL.4891D | Mobility Enterprise for iOS                               | \$55.00                   |
| RTL.4892D | Mobility Enterprise for iOS + Policy (1st 1000)           | \$150.00                  |
| RTL.4893D | Mobility Enterprise for iOS + Policy                      | \$100.00                  |
| RTL.43683 | Mobility Enterprise Policy Module                         | \$45.00                   |
| RTL.43684 | Mobility Enterprise NAC Module                            | \$10.00                   |
| RTL.43685 | Mobility Enterprise Analytics Module                      | \$0.00                    |
| RTL.43686 | NM Mobility Premium Maintenance (25%)                     | 25% of TCV *1 year        |
| RTL.43687 | NM Mobility Premium Maintenance (22%)                     | 22% of TCV *2 years       |
| RTL.43688 | NM Mobility Premium Maintenance (20%)                     | 20% of TCV *3 years       |
| RTL.43752 | NM Mobility Standard Maintenance (15%)                    | 15% of TCV *1 year        |
| RTL.43753 | NM Mobility Standard Maintenance (14%)                    | 14% of TCV *2 years       |
| RTL.43754 | NM Mobility Standard Maintenance (13%)                    | 13% of TCV *3 years       |
| RTL.43755 | NM Mobility Upgrade 8.x to 10.x                           | 40% of TCV of<br>Licenses |
| RTL.43756 | NM Mobility Upgrade 9.x to 10.x                           | 35% of TCV of<br>Licenses |
| RTL.43689 | Sure-Start                                                | \$5,000.00                |
| RTL.43757 | Sure-Start Express                                        | \$2,000.00                |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                        |                                                                   |                              |             |
|--------------------------------------------------------|-------------------------------------------------------------------|------------------------------|-------------|
| RTL.43758                                              | Sure-Check System Review                                          |                              | \$2,000.00  |
|                                                        |                                                                   |                              | 0           |
| RTL.43759                                              | Advanced Authentication Assistance                                |                              | \$2,000.00  |
|                                                        |                                                                   |                              | 0           |
| RTL.43760                                              | Sure-Check System Audit                                           |                              | \$7,000.00  |
|                                                        |                                                                   |                              | 0           |
| RTL.43761                                              | Technical Services On-Site                                        |                              | \$5,000.00  |
| RTL.43762                                              | Technical Services Remote                                         |                              | \$2,000.00  |
| RTL.43763                                              | Advanced Authentication Solution                                  |                              | variable    |
| RTL.43764                                              | Mobility Certification Training                                   |                              | \$1,995.00  |
| RTL.43765                                              | On-Site Mobility Certification Training                           |                              | \$15,000.00 |
| RTL.43766                                              | Mobility Certification Facility Reservation                       |                              | \$2,000.00  |
| RTL.43767                                              | Dedicated Technical Account Manager (1 year)                      |                              | \$40,000.00 |
| RTL.43768                                              | Open VPN Setup                                                    |                              | \$1,250.00  |
| <b>Standalone Diagnostics without Mobility License</b> |                                                                   |                              |             |
| RTL.43171                                              | NetMotion Diagnostics & Alerts (25-99)                            |                              | \$ 80.00    |
| RTL.43172                                              | NetMotion Diagnostics & Alerts (100-249)                          |                              | \$ 75.00    |
| RTL.43174                                              | NetMotion Diagnostics & Alerts (250-499)                          |                              | \$ 70.00    |
| RTL.43175                                              | NetMotion Diagnostics & Alerts (500-999)                          |                              | \$ 65.00    |
| RTL.43176                                              | NetMotion Diagnostics & Alerts (1,000+)                           |                              | \$ 60.00    |
| RTL.43182                                              | NetMotion Diagnostics & Alerts Premium Maintenance 1 YEAR         | 25% of tcv *1                |             |
| RTL.43183                                              | NetMotion Diagnostics & Alerts Premium Maintenance 2 YEAR         | 22% of tcv *2                |             |
| RTL.43184                                              | NetMotion Diagnostics & Alerts Premium Maintenance 3 YEAR         | 20% of tcv *3                |             |
| RTL.43185                                              | NetMotion Diagnostics & Alerts Standard Maintenance 1 YEAR        | 15% of tcv *1                |             |
| RTL.43186                                              | NetMotion Diagnostics & Alerts Standard Maintenance 2 YEAR        | 14% of tcv *2                |             |
| RTL.43187                                              | NetMotion Diagnostics & Alerts Standard Maintenance 3 YEAR        | 13% of tcv *3                |             |
| RTL.4174E                                              | NetMotion Diagnostics for Mobility (25-99)                        | License (Device) - Perpetual | \$65.00     |
| RTL.4175E                                              | NetMotion Diagnostics for Mobility (100-249)                      | License (Device) - Perpetual | \$60.00     |
| RTL.4176E                                              | NetMotion Diagnostics for Mobility (1000+)                        | License (Device) - Perpetual | \$40.00     |
| RTL.4178E                                              | NetMotion Diagnostics for Mobility (250-499)                      | License (Device) - Perpetual | \$55.00     |
| RTL.4179E                                              | NetMotion Diagnostics for Mobility (500-999)                      | License (Device) - Perpetual | \$50.00     |
| RTL.4180E                                              | NetMotion Diagnostics for Mobility - Cloud Subscription (25-99)   | Subscription (one-year)      | \$54.00     |
| RTL.4181E                                              | NetMotion Diagnostics for Mobility - Cloud Subscription (100-249) | Subscription (one-year)      | \$51.00     |
| RTL.4182E                                              | NetMotion Diagnostics for Mobility - Cloud Subscription (1000+)   | Subscription (one-year)      | \$39.00     |
| RTL.4183E                                              | NetMotion Diagnostics for Mobility - Cloud Subscription (250-499) | Subscription (one-year)      | \$48.00     |
| RTL.4185E                                              | NetMotion Diagnostics for Mobility - Cloud Subscription (500-999) | Subscription (one-year)      | \$45.00     |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                                                                                      |                              |         |
|-----------|------------------------------------------------------------------------------------------------------|------------------------------|---------|
| RTL.4186E | NetMotion Diagnostics for Mobility -<br>Subscription (25-99)                                         | Subscription (one-year)      | \$54.00 |
| RTL.4187E | NetMotion Diagnostics for Mobility -<br>Subscription (100-249)                                       | Subscription (one-year)      | \$51.00 |
| RTL.4188E | NetMotion Diagnostics for Mobility -<br>Subscription (1000+)                                         | Subscription (one-year)      | \$39.00 |
| RTL.4189E | NetMotion Diagnostics for Mobility -<br>Subscription (250-499)                                       | Subscription (one-year)      | \$48.00 |
| RTL.4190E | NetMotion Diagnostics for Mobility -<br>Subscription (500-999)                                       | Subscription (one-year)      | \$45.00 |
| RTL.4191E | NMW Diagnostics Upgrade (only for existing<br>Locality customers that are current on<br>maintenance) | License (Device) - Perpetual | \$55.00 |

| AT&T Mobility Application Solutions Continued |                       |                                                                                                                                                                                                                                                                 |
|-----------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               |                       |                                                                                                                                                                                                                                                                 |
| <b>AT&amp;T GPS-Based Fleet Solutions</b>     | <b>Fleet Complete</b> | <b>AT&amp;T Fleet Complete is a unique fleet, asset, mobile workforce and dispatch management solution, which provides you with the ability to track and manage your vehicles, mobile workers and optimize your operations in a single cloud-based platform</b> |

| <u>Product Code</u> | <u>Product Name</u>                                                                                                                                                                                                                                                                                                                | <u>List Price</u> |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| CICC001             | <b>Courier Complete</b> - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased. | \$30.00           |
| CITD001             | <b>FC Track &amp; Dispatch</b> - Designed for mobile resource tracking and/or dispatching of work orders. Track and Dispatch works on the <b>Motorola MC55, MC65, MC75, ES400</b> and <b>BlackBerry</b> based devices.                                                                                                             | \$25.00           |
| CIFT2001            | <b>FC Fleet Tracker MGS 200 Bundle</b> includes the MGS200 2G GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.                                                               | \$37.00           |
| CIFT5001            | <b>FC Fleet Tracker MGS 500 Bundle</b> includes MGS500 HSPA (with Ethernet port) GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.                                            | \$45.00           |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| CIAT001   | <b>FC Asset Tracker Un-Bundled</b> includes Fleet Complete subscription with technical support and remote training. Asset Tracker hardware and installation NOT INCLUDED.                                                                                                                                                                                                                                       | \$10.00    |
| IATBU01   | Fleet Complete Asset Tracker Bundle includes XT5000-2G asset tracking device with a 10,000 mAh onboard battery, capable of tracking unpowered assets once a day for 3 years.                                                                                                                                                                                                                                    | \$20.00    |
| CICC003   | <b>Courier Complete</b> - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased. <b>Special pricing only for existing CI customers migrating to AT&amp;T.</b> | \$18.00    |
| CIFT2003  | <b>Special pricing only for existing CI customers migrating to AT&amp;T.</b>                                                                                                                                                                                                                                                                                                                                    | \$15.00    |
| CIFT2018  | Fleet Tracking Software \$18                                                                                                                                                                                                                                                                                                                                                                                    | \$18.00    |
| CIFT2020  | Fleet Tracking Software \$20                                                                                                                                                                                                                                                                                                                                                                                    | \$20.00    |
| CIFT2025  | Fleet Tracking Software \$25                                                                                                                                                                                                                                                                                                                                                                                    | \$25.00    |
| CIFT2030  | Fleet Tracking Software \$30                                                                                                                                                                                                                                                                                                                                                                                    | \$30.00    |
| CIHD2005  | Fleet Tracking Hardware \$5                                                                                                                                                                                                                                                                                                                                                                                     | \$5.00     |
| CIHD2006  | Fleet Tracking Hardware \$6                                                                                                                                                                                                                                                                                                                                                                                     | \$6.00     |
| CIHD2007  | Fleet Tracking Hardware \$7                                                                                                                                                                                                                                                                                                                                                                                     | \$7.00     |
| CIHSMC01  | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$7.00     |
| CIHSMC02  | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$14.00    |
| CIHSMC04  | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$28.00    |
| CIHSMC08  | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$56.00    |
| CIHSMC128 | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$896.00   |
| CIHSMC16  | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$112.00   |
| CIHSMC256 | HOS Multi User Code                                                                                                                                                                                                                                                                                                                                                                                             | \$1,792.00 |



Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                  |            |
|-----------|----------------------------------|------------|
| CIHSMC32  | HOS Multi User Code              | \$224.00   |
| CIHSMC512 | HOS Multi User Code              | \$3,584.00 |
| CIHSMC64  | HOS Multi User Code              | \$448.00   |
| CISSMC01  | Legacy-Suite Multi User Code     | \$18.00    |
| CISSMC02  | Legacy-Suite Multi User Code     | \$36.00    |
| CISSMC04  | Legacy-Suite Multi User Code     | \$72.00    |
| CISSMC08  | Legacy-Suite Multi User Code     | \$144.00   |
| CISSMC128 | Legacy-Suite Multi User Code     | \$2,304.00 |
| CISSMC16  | Legacy-Suite Multi User Code     | \$288.00   |
| CISSMC256 | Legacy-Suite Multi User Code     | \$4,608.00 |
| CISSMC32  | Legacy-Suite Multi User Code     | \$576.00   |
| CISSMC512 | Legacy-Suite Multi User Code     | \$9,216.00 |
| CISSMC64  | Legacy-Suite Multi User Code     | \$1,152.00 |
| CIATMC01  | Resource Tracker Multi User Code | \$5.00     |
| CIATMC02  | Resource Tracker Multi User Code | \$10.00    |
| CIATMC04  | Resource Tracker Multi User Code | \$20.00    |
| CIATMC08  | Resource Tracker Multi User Code | \$40.00    |
| CIATMC128 | Resource Tracker Multi User Code | \$640.00   |
| CIATMC16  | Resource Tracker Multi User Code | \$80.00    |
| CIATMC256 | Resource Tracker Multi User Code | \$1,280.00 |
| CIATMC32  | Resource Tracker Multi User Code | \$160.00   |
| CIATMC512 | Resource Tracker Multi User Code | \$2,560.00 |
| CIATMC64  | Resource Tracker Multi User Code | \$320.00   |

|                 |                            |              |
|-----------------|----------------------------|--------------|
| <b>SKU Code</b> | <b>Product Description</b> | <b>Price</b> |
|-----------------|----------------------------|--------------|

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                             |                                                                                                                                                                                                                                                                                                                                                                         |          |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 40004                                       | Cigarette Lighter Adapter                                                                                                                                                                                                                                                                                                                                               | \$25.00  |
| 40005                                       | Driver ID Kit including programming device, ID reader, buzzer, ID tag, keyfob and installation                                                                                                                                                                                                                                                                          | \$125.00 |
| 40006                                       | Driver ID Kit including ID reader, buzzer, ID tag, key fob and installation                                                                                                                                                                                                                                                                                             | \$95.00  |
| 40007                                       | 30ft cable 12 BIT and installation                                                                                                                                                                                                                                                                                                                                      | \$200.00 |
| 40008                                       | 48 ft cable 12 BIT and installation                                                                                                                                                                                                                                                                                                                                     | \$220.00 |
| 40009                                       | 10' CAT6 (500 MHz) Ethernet Network Cable - Blue                                                                                                                                                                                                                                                                                                                        | \$5.00   |
| 40010                                       | Extended Warranty year two & three (MGS200)                                                                                                                                                                                                                                                                                                                             | \$100.00 |
| 40011                                       | Extended Warranty year two & three (MGS500)                                                                                                                                                                                                                                                                                                                             | \$150.00 |
| 40012                                       | Refurbished Out of Warranty MGS200 GPS modem (subject to availability)                                                                                                                                                                                                                                                                                                  | \$240.00 |
| 40013                                       | Wi-Fi access point                                                                                                                                                                                                                                                                                                                                                      | \$260.00 |
| 40014                                       | Wi-Fi access point installation                                                                                                                                                                                                                                                                                                                                         | \$75.00  |
| 40015                                       | GMI-GNX-PX0000 - Port Expender (MGS200) and installation                                                                                                                                                                                                                                                                                                                | \$125.00 |
| 40016Deactivated now<br>its/42218 (125-130) | Standard Installation                                                                                                                                                                                                                                                                                                                                                   | \$130.00 |
| 40017                                       | Construction Equipment installation                                                                                                                                                                                                                                                                                                                                     | \$250.00 |
| 40018                                       | On-Site (non-warranty) Service Call                                                                                                                                                                                                                                                                                                                                     | \$275.00 |
| 40019                                       | No-Show Charge (Client Must call 24hr in advance to cancel appointment)                                                                                                                                                                                                                                                                                                 | \$550.00 |
| 40020                                       | Fee PER TRIP to install MGSX00's in vehicles at a customer's location anywhere in the United States. During an 8-hour work day an installer may complete 6 to 8 installations assuming the vehicles are available as needed. If the installer arrives at the customer's site and the vehicles are not available a No-Show fee of \$400 will be charged to the customer. | \$75.00  |
| 40021                                       | P3PPSHIP-SHIPPING                                                                                                                                                                                                                                                                                                                                                       | \$45.00  |
| 40022                                       | FC Fleet Tracker MSG200 2G Replacement Hardware                                                                                                                                                                                                                                                                                                                         | \$325.00 |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|       |                                                                                         |          |
|-------|-----------------------------------------------------------------------------------------|----------|
| 40023 | MSG500 - GMI-CAB-MGS200 - Power Harness, MGS200 (2 fuse, 2 meter)                       | \$600.00 |
| 40024 | 2G XT5000 Replacement - GMI-CAB-240011 - Auxiliary Harness, 18 pin for MGS500           | \$205.00 |
| 40108 | XT5000_2G_183                                                                           | \$184.00 |
| 40109 | CICCETFCHARGE \$250                                                                     | \$250.00 |
| 40110 | CITDETFCHARGE \$250                                                                     | \$250.00 |
| 40111 | CIFT200ETFCHARGE \$250                                                                  | \$250.00 |
| 40112 | CIFT500ETFCHARGE \$450                                                                  | \$450.00 |
| 40113 | CIATETFCHARGE \$150                                                                     | \$150.00 |
| 40114 | Plastic Enclosure                                                                       | \$30.00  |
| 41838 | FC Fleet Tracker MSG200 2G Blowout Promo                                                | \$155.00 |
| 41839 | FC Fleet Tracker XT5000 New Device 2G Blowout Promo (sold with 2G Asset Tracker)        | \$99.00  |
| 42219 | GMI-CAB-450000 - MGS500 WiFi POE Adapter with 12 pin power plug                         | \$20.00  |
| 74931 | GMI-CAB-MGS500 - Power Harness, MGS500 (2 fuse, 2 meter)                                | \$15.00  |
| 74933 | GMI-CAB-120280 - Garmin Data Cable, MGS200 (w/Power)                                    | \$15.00  |
| 74934 | GMI-CAB-120290 - Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power) | \$20.00  |
| 74935 | Power Harness, MGS500 (2 fuse, 2 meter)                                                 | \$15.00  |
| 74936 | Garmin Data Cable, MGS200 (w/Power)                                                     | \$65.00  |
| 74937 | Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)                  | \$145.00 |
| 74938 | Garmin Data Cable, MGS500 (w/Power)                                                     | \$65.00  |
| 74939 | Data Cable, MGS500, for Garmin Traffic for 2xx, 5xx, 465t, 13xx, 14xx                   | \$145.00 |
| 74940 | Small Door Sensor and installation                                                      | \$85.00  |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                                                               |          |
|-----------|-------------------------------------------------------------------------------|----------|
| 74941     | Large Door Sensor and installation                                            | \$150.00 |
| 74942     | PTO Sensor and installation                                                   | \$85.00  |
| 74943     | Emergency Button and installation                                             | \$85.00  |
| 74944     | Roof mount SMCf Antenna                                                       | \$60.00  |
| 74945     | MR900 Micro receiver with one way signaling, receive only                     | \$575.00 |
| 74946     | T-Pass LTX200-A Transmitting PASS with one way signaling, auto on actionation | \$800.00 |
| 42557     | Professional Services                                                         | \$125.00 |
| 42558     | AT1000 Hardware                                                               | \$155.00 |
| RTL.4079C | Covert Antenna- \$25                                                          | \$25.00  |
| RTL.4080C | Removal- \$70                                                                 | \$70.00  |
| RTL.4077C | Removal and reinstallation - \$200                                            | \$200.00 |
| RTL.4093C | AT1000 Wall Charger- \$35                                                     | \$35.00  |
| RTL.4128C | AT1000 Magnetic Cradle- \$35                                                  | \$35.00  |
| RTL.4469C | AT1000 Temp Sensor- \$86                                                      | \$86.00  |
| RTL.4023C | OBDII Cable- \$15                                                             | \$15.00  |
| RTL.4553C | Driver ID Key Tag and Fob- \$7.45                                             | \$7.45   |
| RTL.4569c | 6/9 pin Molex connectors- \$24                                                | \$24.00  |
| RTL.4073C | MGS J-Box with Bluetooth kit- \$40                                            | \$40.00  |
| RTL.4025C | Installation training/ per hour- \$100                                        | \$100.00 |
| RTL.4024C | Qpuck Satellite Failover with install @ \$685                                 | \$685.00 |
| RTL.4393F | FLEETCOMPLETEAT1000HARDWARE                                                   | \$199.00 |
| RTL.4392F | MGS150CABLE                                                                   | \$20.00  |
| RTL.4118H | MGS700 Fleet Tracker                                                          | \$155.00 |
| RTL.4169H | 6 pin Y cable                                                                 | \$20.00  |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|           |                                 |         |
|-----------|---------------------------------|---------|
| RTL.4165H | 9 pin Y Cable                   | \$20.00 |
| RTL.4156H | 6 pin to 9 pin cable            | \$15.00 |
| RTL.4157H | MGS100/700 OBDII IOY DID        | \$20.00 |
| RTL.4158H | MGS100/700 9 pin right angle T2 | \$35.00 |
| RTL.4159H | MGS700 9 Pin IOY Flange 10FT    | \$35.00 |
| RTL.4160H | MGS100/700 9 pin T2 IOY         | \$35.00 |
| RTL.4162H | MGS100/700 9 pin T2 IOY Flange  | \$35.00 |
| RTL.4163H | MGS100/700 9 pin IOY Flange     | \$35.00 |
| RTL.4161H | MGS100/700 9 pin IOY            | \$35.00 |
| RTL.4164H | MGS100/200/700 PH DID ready     | \$15.00 |

| AT&T Mobility Application Solutions Continued           |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>AT&amp;T Enterprise Content Management Solutions</b> | <b>Box from AT&amp;T</b> | <b>Box from AT&amp;T is a scalable enterprise-grade solution that enables agencies to better manage content and collaborate more effectively – all in a highly secure cloud workspace. With <u>Box from AT&amp;T</u>, agencies can manage, access, and share information from virtually anywhere. Box enables users to upload, view, edit, and distribute content from virtually any web-enabled device. In the office or on the field, users will be able to access on their desktop PC, laptop, smartphone and tablet. Native mobile apps are available for all major mobile operating systems including iOS, Android™, Windows®, and BlackBerry</b> |

| <u>Product Description</u>        | <u>Product Code</u> | <u>List Price</u> |
|-----------------------------------|---------------------|-------------------|
| BOX FROM ATT BUSINESS 1YR         | RTL.4721C           | \$180.00          |
| BOX FROM ATT BUSINESS PLUS 1YR    | RTL.4997C           | \$285.00          |
| BOX FROM ATT ENTERPRISE 1YR       | RTL.4998C           | \$399.00          |
| BOX FROM ATT ELITE 1YR            | RTL.4946D           | \$627.00          |
| BOX BUSINESS W PREM SVCS 1YR      | RTL.4014E           | \$207.00          |
| BOX BUSINESS PLUS W PREM SVCS 1YR | RTL.4026E           | \$327.75          |
| BOX ENTERPRISE W PREM SVCS 1YR    | RTL.4027E           | \$458.85          |
| BOX BUSINESS W PLAT 1YR           | RTL.4253F           | \$225.00          |
| BOX BUSINESS PLUS W PLAT 1YR      | RTL.4252F           | \$356.28          |
| BOX ENTERPRISE W PLAT SVCS 1YR    | RTL.4251F           | \$498.72          |

| AT&T Mobility Application Solutions Continued |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| AT&T Public Safety Solutions                  | Rave Mobile Safety | Rave Mobile Safety provides innovative emergency and public safety technology to help save lives. The Rave platform integrates data and communication tools to help those in charge of keeping others safe prepare better, respond faster and communicate more effectively in emergency situations. Thousands of agencies and institutions across law enforcement, 9-1-1, state and local emergency management agencies, corporations, healthcare organizations, K-12 districts, colleges and universities depend on Rave's award-winning software solutions |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

| Product Name                                          | Product Code | Product Description                                                                                                                                                                      | List Price                     |
|-------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Rave Guardian (< 20,000 FTE ("Full Time Equivalent")) | RG-AE-1001-1 | Rave Guardian per user. Annual fee                                                                                                                                                       | \$10.00                        |
| Rave Guardian Set-up                                  | RG-SE-2000   | Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee                                                                                                  | \$2,000.00                     |
| Rave Guardian (< 20,000 FTE)                          | RG-A-1001-1  | Rave Guardian per position for schools with an FTE less than 20,000. Annual fee                                                                                                          | \$6,000.00                     |
| Rave Guardian (> 20,000 FTE)                          | RG-A-1001-2  | Rave Guardian per position for schools with an FTE more than 20,000. Annual fee                                                                                                          | \$10,000.00                    |
| Rave Guardian Set-up                                  | RG-S-2000    | Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee                                                                                                  | \$2,000.00                     |
| Rave Panic Button Setup                               | RPB-S-2000   | Rave Panic Button Setup - per school, one-time fee                                                                                                                                       | \$500.00                       |
| Rave Command View for Rave Panic Button               | RCV-A-1001   | Rave Command View for Panic Button Facilities. Per authorized listed Panic Button user / year. Requires Rave Panic Button. Annual fee                                                    | \$6.00                         |
| Rave Panic Button                                     | RPB-K12-1000 | A phone application-based system with optional 9-1-1 integration that works for all hazards. Rave Panic Button for K12 - Cost per school / year; (minimum \$5,400 per year). Annual fee. | \$1,800                        |
| Rave Panic Button Setup                               | RPB-K12-2000 | Rave Panic Button Setup - per school, one-time fee                                                                                                                                       | 20% of RPB-K12-1000 annual fee |
| Rave Command View for K12 for Rave Panic Button       | RCV-K12-1001 | Rave Command View for Panic Button K12 Facilities. Requires Rave Panic Button. \$100 per each login (2 logins included) Annual fee                                                       | \$100                          |
| Rave EyeWitness                                       | RE-A-1000    | Requires RA-A-1000 Pricing is based on population \$2,000 Minimum. Additional Keywords available at \$1,500 per keyword per year. Annual fee                                             | \$0.10                         |
| Rave EyeWitness Additional Keyword                    | RE-A-1000-KW | Requires RE-A-1000 Each Additional Keywords available at \$1,500 per keyword per year. Annual fee                                                                                        | \$1,500.00                     |
| Rave EyeWitness Set-up                                | RE-S-2000    | Rave EyeWitness Set-up                                                                                                                                                                   | \$1,800.00                     |
| CAP inbound/outbound API for Rave Messenger           | RACAP-A-1000 | Required for IPAWS - priced per FTE / Resident. Annual fee                                                                                                                               | \$0.05                         |
| Development Sandbox License                           | RD-A-1000    | Additional Rave Messenger Development Environment. NOTE: If annual license is MORE than \$12,500, the development license fee is 20% of annual license fee. Annual fee                   | \$2,500.00                     |



Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                       |                 |                                                                                                                                                                                                    |            |
|-------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Premium SMS Messaging for Rave Messenger              | RAP-A-1000      | Premium SMS Messaging for Rave Messenger throughput - Priced per FTE. Annual fee                                                                                                                   | \$0.05     |
| Rave Messenger Basic                                  | RA-A-1000-B     | Unlimited Text - SMPP/SMS thru admin console, RSS, Email. \$2,500 minimum purchase. Does not include Premium SMS Messaging. priced per FTE. Annual fee                                             | \$1.50     |
| Rave Messenger Inbound 800 Service                    | RA-A-1002       | Requires RV-S-2000. Price includes 10,000 30 second increments. Annual fee                                                                                                                         | \$1,400.00 |
| Rave Messenger Social Media Integration               | RASM-A-1000     | Rave Messenger Social Media Integration - priced per FTE. Annual fee                                                                                                                               | \$0.05     |
| Rave Inbound Toll-Free Number for Messaging / Minutes | RV-A-1003       | Per minute cost for inbound Toll-Free Number. Annual fee                                                                                                                                           | \$0.14     |
| Rave SMS to Opt-in                                    | SMS-A-1000      | For Higher Ed and Corporate Customers - Priced per keyword. Must purchase Rave Messenger. Minimum price of \$2,500 per keyword / \$1,500 per additional keyword. Annual fee                        | \$2,500.00 |
| Rave Voice Add-on Module                              | RV-A-1000       | Enables voice messages to be delivered to mobile phones and landlines. \$1,500 minimum purchase; Requires purchase of Rave Messenger. priced per FTE. Annual fee                                   | \$1.25     |
| CAP Inbound/Outbound API One-Time Setup               | RACAP-S-1000    | Setup fee for CAP Inbound/outbound API Integration. One-time fee                                                                                                                                   | \$500.00   |
| Rave Messenger for Public Safety One-Time Setup       | R911SPRA-S-1000 | Requires purchase of Rave Messenger for Public Safety. This is a one-time setup fee                                                                                                                | \$2,000.00 |
| Rave Messenger Set-up (Basic)                         | RA-S-2000       | Requires RA-A-1000. One-time fee                                                                                                                                                                   | \$1,800.00 |
| Rave Messenger Social Media Integration Setup         | RASM-S-1000     | Rave Messenger Social Media Integration Setup. One-time fee                                                                                                                                        | \$500.00   |
| Rave Inbound 800 Service Setup                        | RV-S-2001       | Requires RA-A-1002 or RV-A-1003. One-time fee                                                                                                                                                      | \$1,000.00 |
| Rave Voice Set-up                                     | RV-S-2000       | Requires RV-A-1000. One-time fee                                                                                                                                                                   | \$1,800.00 |
|                                                       | RAU-S-2000      | One-time fee set-up for Rave's Alertus integration. One-time fee                                                                                                                                   | \$1,800.00 |
| IPAWS                                                 | R911SPRA-S-1001 | Requires purchase of SmartPrepare with Alert. This is a one-time setup fee                                                                                                                         | \$2,000.00 |
| LDAP/CAS/SSO/Shibboleth Authentication Integration    | RA-S-2003       | Utilizes your organization's existing Single Sign on authentication system for user authentication. By utilizing an existing user identity, users will not need a separate User ID and Password to | \$1,000.00 |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                               |                    |                                                                                                                                                                                                                                                                   |            |
|---------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                               |                    | access the Rave Mobile Safety system. Annual fee.                                                                                                                                                                                                                 |            |
| Rave Messenger for Enterprise One-Time Setup                  | R911SPRAE-1001     | Requires purchase of Rave Messenger for Enterprise. This is a one-time setup fee                                                                                                                                                                                  | \$1,800.00 |
| Rave Messenger for Enterprise                                 | R911SPRAE-1000     | Alert - priced per user. \$2,500 minimum. Annual fee.                                                                                                                                                                                                             | \$4.00     |
| Rave Messenger for Enterprise Voice Add On                    | RV-AE-1000         | Voice add-on. Requires Rave Messenger R911SPRAE-1000. Priced per user. \$1,500 minimum. Annual fee                                                                                                                                                                | \$2.00     |
| Rave Messenger for Enterprise Voice Add On One-Time Setup     | RV-AE-1001         | Voice add-on setup. One-time fee                                                                                                                                                                                                                                  | \$1,800.00 |
| Rave SMS to Opt-in for Enterprise                             | SMS-PS-AE-1000     | For Enterprise Customers - Priced per user at \$0.05 per user for first keyword with each additional keyword at \$500/keyword. Must purchase Rave Messenger for Enterprise. Minimum price \$500, and each additional keyword is a \$500. Annual fee               |            |
| Rave Messenger for Enterprise Loaded Landlines                | R911SPRAE-1001     | Must purchase SmartPrepare with Alert; priced per land line. Annual fee                                                                                                                                                                                           | \$0.05     |
| Premium SMS Messaging for Rave Messenger for Enterprise       | R911SPRAP-AE-1000  | Premium Messaging for Rave Messenger for Enterprise throughput - this utilizes SMPP gateway binds instead of web services - Priced per user. Annual fee                                                                                                           | \$0.05     |
| Rave Messenger for Enterprise Social Media Integration        | R911SPRASM-AE-1000 | Rave Messenger for Enterprise Social Media Integration - Priced per user. Annual fee                                                                                                                                                                              | \$0.01     |
| Rave SMS to Opt-in for Public Safety                          | SMS-PS-A-1000      | For State & Local Customers - Priced per resident at \$0.05 per resident for first keyword with each additional keyword at \$500/keyword. Must purchase Rave Messenger for Public Safety. Minimum price \$500, and each additional keyword is a \$500. Annual fee | \$0.05     |
| CAP inbound/outbound API for Rave Messenger for Public Safety | R911SPRACAP-A-1000 | Required for IPAWS - priced per resident. Annual fee                                                                                                                                                                                                              | \$0.02     |
| Premium SMS Messaging for Rave Messenger for Public Safety    | R911SPRAP-A-1000   | Premium Messaging for Rave Messenger for public safety throughput - this utilizes SMPP gateway binds instead of web services - Priced per resident. Annual fee                                                                                                    | \$0.02     |
| Rave Messenger for Public Safety                              | R911SPRA-1000      | SmartPrepare with Alert - priced per person. Annual fee                                                                                                                                                                                                           | \$0.20     |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                                      |                     |                                                                                                                                                                                                                                                                               |             |
|----------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Rave Messenger for Public Safety Loaded Landlines                    | R911SPRA-1001       | Must purchase SmartPrepare with Alert; priced per land line. Annual fee                                                                                                                                                                                                       | \$0.25      |
| Rave Messenger for Public Safety Procurement per 1,000 phone numbers | R911SPRA-1002       | Must purchase Rave Messenger for Public Safety; priced per unit (1 unit = 1,000 phone numbers) Annual fee                                                                                                                                                                     | \$200.00    |
| Rave Messenger for Public Safety Social Media Integration            | R911SPRASM-A-1000   | Rave Messenger for Public Safety Social Media Integration - Priced per resident. Annual fee                                                                                                                                                                                   | \$0.02      |
| Rave Smart Loader Annual Integration                                 | RA-AS-2001          | Automatically add, edit, and delete users and groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems including SunGard, Datatel, PeopleSoft, Oracle, and others via standard data exports and batch CSV processes. Annual fee. | \$1,800.00  |
| Daily Technical Consultant I                                         | RPS-S-2000A         | Rate for Professional Services. Cost per hour                                                                                                                                                                                                                                 | \$225.00    |
| Daily Technical Consultant II                                        | RPS-S-2000B         | Rate for Professional Services. 8 Hours / One-time fee                                                                                                                                                                                                                        | \$1,800.00  |
| Daily Technical Consultant III                                       | RPS-S-2000C         | Rate for Professional Services. 8 Hours / One-time fee                                                                                                                                                                                                                        | \$1,600.00  |
| Daily Technical Consultant IV                                        | RPS-S-2000D         | Rate for Professional Services. 8 Hours / One-time fee                                                                                                                                                                                                                        | \$1,400.00  |
| Rave On-site Training                                                | ROnsite-S-2004      | Rave On-site Training. Per day plus travel and expenses                                                                                                                                                                                                                       | \$2,400.00  |
| Rave 911 (Smart911) Setup and Configuration per PSAP                 | R911-S-2000         | Setup and configuration of Rave 911 (Smart911). Requires license for Rave 911 (Smart911). Price is per PSAP. One-time fee                                                                                                                                                     | \$10,000.00 |
| Rave CAD (Computer-Aided Dispatch) Integration Setup                 | R911CAD-S-2000      | Rave CAD Integration; Requires purchase of Rave 911 (Smart911). One-time fee                                                                                                                                                                                                  | \$3,600.00  |
| Rave CAD Integration Maintenance                                     | R911CAD-S-2001      | Rave CAD Integration; Requires purchase of Rave 911 (Smart911). Priced per call taking position, minimum of \$3,600                                                                                                                                                           | \$200.00    |
| RapidSOS Service Data                                                | R911RapidSOS-A-1000 | RapidSOS Service Data - Must purchase Rave 911 (Smart911) Suite Basic, Suite Standard or Location Annual fee. Required                                                                                                                                                        | \$0.00      |
| Rave 911 (Smart911) Backup License                                   | R911X-A-1000BU      | Backup license, Priced per call taking position. Annual fee                                                                                                                                                                                                                   | \$1,000.00  |
| Rave 911 (Smart911) First Responder View                             | R911FR-A-1000       | First Responder View; Priced per user; Requires Rave 911 (Smart911) purchase. Annual fee                                                                                                                                                                                      | \$100.00    |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

|                                                |                       |                                                                                                                                                                                               |            |
|------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Rave 911 (Smart911) Suite Basic                | R911Basic-A-1000      | Priced per call taking position; Includes Chat, Notes, Facility, RapidSOS Service Data, 911 Panic Button Integration Software, .NET App. Annual fee                                           | \$4,000.00 |
| Rave 911 (Smart911) Suite Standard             | R911Standard-A-1000   | Priced per call taking position. Includes Smart911Safety Profile, Chat, Notes, Facility, RapidSOS Service Data, 911 Integration Software, .NET App, 30 First Responder View Users. Annual fee | \$6,400.00 |
| Rave 911 (Smart911) Text Chat                  | R911Chat-A-1000       | Rave 911 (Smart911) Component - Text Chat. Annual fee                                                                                                                                         | \$1,500.00 |
| Rave Analytics                                 | RAN-A-1000            | Priced per call processed with a minimum of \$1,000 per year. Annual fee                                                                                                                      | \$0.01     |
| Rave Command View for Rave911                  | RCV-A-1000            | Priced per named user login. Annual fee                                                                                                                                                       | \$1,500.00 |
| Rave 911 (Smart911) Call Notes                 | R911Notes-A-1000      | Rave 911 (Smart911) Component - Call Notes - Priced per call taking position. Annual fee                                                                                                      | \$7,500.00 |
| Rave 911 (Smart911) Profile                    | R911Profile-A-1000    | Rave 911 (Smart911) component - Smart911 Profile only. Annual fee                                                                                                                             | \$2,000.00 |
| Rave 911 (Smart911) Location                   | R911Location-A-1000   | Rave 911 (Smart911) Component – Location - Priced per call taking position. Annual fee                                                                                                        | \$1,000.00 |
| Rave 911 (Smart911) Facilities                 | R911Facilities-A-1000 | Rave 911 (Smart911) Component - Facility Profile - Priced per call taking position. Annual fee                                                                                                | \$1,000.00 |
| Rave Prepare One-Time Setup Fee                | RP-S-2000             | RavePrepare Setup and Configuration. Requires Rave Prepare License. One-time fee                                                                                                              | \$3,600.00 |
| Rave Prepare Add-On to Rave Messenger          | RPAAddOn-A-1000       | Rave Prepare Add-On to Rave Messenger Annual License Fee; Priced per population; Minimum \$2,500. Annual fee                                                                                  | \$0.02     |
| Rave Prepare Premium Support Add-on Annual Fee | RP-PremSupport-A-1000 | Rave Premium Support Add-on to Rave Prepare Stand Alone; Priced per Population; Minimum \$2,000. Annual fee                                                                                   | \$0.02     |
| Rave Prepare Stand Alone Annual License        | RPStandAlone-A-1000   | Rave Prepare Stand Alone Annual License Fee; Priced per population; Minimum \$5,000. Annual fee                                                                                               | \$0.08     |

Discounts are available and based upon opportunity size, value, and complexity.

| AT&T Mobility Application Solutions Continued                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AT&T Managed Applications – The Mutualink Interoperable Response and Preparedness Platform (IRAPP) |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| AT&T Mutualink Interoperable Response and Preparedness Platform (IRAPP) Solution                   | Mutualink, Inc. | Enhance response for public safety agencies, hospitals, schools, and critical infrastructure entities by utilizing the Mutualink Interoperable Response and Preparedness Platform (IRAPP) network. Not only will police, fire or emergency management agency achieve new levels of secure, advanced communications, including voice, video, data and radio interoperability, but you are connecting into vast growing network of partners. New levels of interconnectivity for collaboration and coordination for event and incident management emerge |

| Product Line Item                            | State/Local Gov & Nonprofits |           |           |          |
|----------------------------------------------|------------------------------|-----------|-----------|----------|
|                                              | First Yr                     | Recurrent | Equipment | Setup    |
|                                              | Annual                       | Annual    | Wholesale | One Time |
| <b>SITE LICENSE</b>                          |                              |           |           |          |
| Enterprise (Primary Site)                    | No Charge                    | No Charge |           |          |
| Additional Site                              | No Charge                    | No Charge |           |          |
| <b>SET-UP SERVICES</b>                       |                              |           |           |          |
| Network Provisioning & Setup (Per Site)      |                              |           |           | 1,060.00 |
| Staging/Testing (Per Site)                   |                              |           |           | 400.00   |
| Program Management (Per Site)                |                              |           |           | 666.67   |
| User Training (Per Site)                     |                              |           |           | 265.33   |
| <b>INTEROP CAPABILITY</b>                    |                              |           |           |          |
| IWS Client (with EDM & IWS Mobile Access)    | 2,079.48                     | 2,399.40  |           |          |
| IWS Clients 2-5                              | 1,455.48                     | 1,679.40  |           |          |
| IWS Clients 6-50                             | 1,247.48                     | 1,439.40  |           |          |
| IWS Clients 50-1000                          | 987.48                       | 1,139.40  |           |          |
| IWS Clients 1000+                            | 883.48                       | 1,019.40  |           |          |
| Add'l IWS Mobile Clients                     | 290.68                       | 335.40    |           |          |
| <b>ENTERPRISE MULTIMEDIA PTT</b>             |                              |           |           |          |
| Enterprise Multimedia PTT Clients (Min of 5) | 82.68                        | 95.40     |           |          |
| Enterprise Multimedia PTT Clients 6 - 100    | 72.28                        | 83.40     |           |          |
| Enterprise Multimedia PTT Clients 101 - 1000 | 61.88                        | 71.40     |           |          |
| Enterprise Multimedia PTT Clients 1001+      | 51.48                        | 59.40     |           |          |
| <b>INTEROP WORKSTATION</b>                   |                              |           |           |          |
| IWS Appliance (w/ Speaker/Microphone)        |                              |           | 1,911.76  |          |
| IWS Portable Workstation (w/ Speaker/Mic)    |                              |           | 2,676.47  |          |
| Speaker/Microphone (Incl w/ Appliance)       |                              |           | 302.35    |          |
| <b>RADIO</b>                                 |                              |           |           |          |
| Standard Radio Interconnect (Per Port)       | 415.48                       | 479.40    |           |          |
| Advanced Radio Switch Interconnect           | 1,247.48                     | 1,439.40  |           | 1,333.33 |
| 1 Port Gateway                               |                              |           | 1,525.59  |          |
| 2 Port Gateway                               |                              |           | 1,835.29  |          |
| 4 Port Gateway                               |                              |           | 2,294.12  |          |
| <b>VIDEO</b>                                 |                              |           |           |          |
| Video Interconnect (Per Port)                | 488.28                       | 563.40    |           |          |
| Video Streaming Device                       |                              |           | 2,333.33  |          |
| 1 Port Gateway                               |                              |           | 1,525.59  |          |
| 2 Port Gateway                               |                              |           | 1,835.29  |          |
| <b>TELEPHONE</b>                             |                              |           |           |          |
| Telephone Interconnect (Per Port)            | 415.48                       | 479.40    |           |          |
| 1 Port Gateway                               |                              |           | 1,525.59  |          |
| <b>GO KITS</b>                               |                              |           |           |          |
| Portable Domestic Go Kit (4R and 2V)         | 1,544.28                     | 1,781.86  | 34,665.80 |          |
| Compact Got Kit (4R and 2V)                  | 1,544.28                     | 1,781.86  | 21,665.80 |          |
| Compact Got Kit (2R and 2V)                  | 1,286.90                     | 1,484.89  | 19,065.80 |          |
| <b>PANIC BUTTON</b>                          |                              |           |           |          |
| Soft Panic/Facility (Govt/Commercial)        | 1,500.00                     | 1,620.00  |           | 1,133.33 |
| Panic Button Interface (Non-ML Sold)         | 426.67                       | 480.00    |           | 532.00   |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

| Product Line Item                            | K-12 Discounted Pricing |           |           |          |
|----------------------------------------------|-------------------------|-----------|-----------|----------|
|                                              | First Yr                | Recurrent | Equipment | Setup    |
|                                              | Annual                  | Annual    | Wholesale | One Time |
| <b>SITE LICENSE</b>                          |                         |           |           |          |
| Enterprise (Primary Site)                    | No Charge               | No Charge |           |          |
| Additional Site                              | No Charge               | No Charge |           |          |
| <b>SET-UP SERVICES</b>                       |                         |           |           |          |
| Network Provisioning & Setup (Per Site)      |                         |           |           | 1,060.00 |
| Staging/Testing (Per Site)                   |                         |           |           | 400.00   |
| Program Management (Per Site)                |                         |           |           | 666.67   |
| User Training (Per Site)                     |                         |           |           | 265.33   |
| <b>INTEROP CAPABILITY</b>                    |                         |           |           |          |
| IWS Client (with EDM & IWS Mobile Access)    | 1,039.79                | 1,199.76  |           |          |
| IWS Clients 2-5                              | 727.79                  | 839.76    |           |          |
| IWS Clients 6-50                             | 623.79                  | 719.76    |           |          |
| IWS Clients 50-1000                          | 493.79                  | 569.76    |           |          |
| IWS Clients 1000+                            | 441.79                  | 509.76    |           |          |
| Add'l IWS Mobile Clients                     | 207.48                  | 239.40    |           |          |
| <b>ENTERPRISE MULTIMEDIA PTT</b>             |                         |           |           |          |
| Enterprise Multimedia PTT Clients (Min of 5) | 82.68                   | 95.40     |           |          |
| Enterprise Multimedia PTT Clients 6 - 100    | 72.28                   | 83.40     |           |          |
| Enterprise Multimedia PTT Clients 101 - 1000 | 61.88                   | 71.40     |           |          |
| Enterprise Multimedia PTT Clients 1001+      | 51.48                   | 59.40     |           |          |
| <b>INTEROP WORKSTATION</b>                   |                         |           |           |          |
| IWS Appliance (w/ Speaker/Microphone)        |                         |           | 1,911.76  |          |
| IWS Portable Workstation (w/ Speaker/Mic)    |                         |           | 2,676.47  |          |
| Speaker/Microphone (Incl w/ Appliance)       |                         |           | 302.06    |          |
| <b>RADIO</b>                                 |                         |           |           |          |
| Standard Radio Interconnect (Per Port)       | 207.79                  | 239.76    |           |          |
| Advanced Radio Switch Interconnect           | 623.79                  | 719.76    |           | 1,333.33 |
| 1 Port Gateway                               |                         |           | 1,525.59  |          |
| 2 Port Gateway                               |                         |           | 1,835.29  |          |
| 4 Port Gateway                               |                         |           | 2,294.12  |          |
| <b>VIDEO</b>                                 |                         |           |           |          |
| Video Interconnect (Per Port)                | 244.19                  | 281.76    |           |          |
| Video Streaming Device                       |                         |           | 2,333.33  |          |
| 1 Port Gateway                               |                         |           | 1,525.59  |          |
| 2 Port Gateway                               |                         |           | 1,835.29  |          |
| <b>TELEPHONE</b>                             |                         |           |           |          |
| Telephone Interconnect (Per Port)            | 207.79                  | 239.76    |           |          |
| 1 Port Gateway                               |                         |           | 1,525.59  |          |
| <b>K-12</b>                                  |                         |           |           |          |
| K-12 Interconnect (Radio and Video)          | 451.99                  | 521.52    |           |          |
| K-12 Gateway (2 Port)                        |                         |           | 1,835.29  |          |
| <b>GO KITS</b>                               |                         |           |           |          |
| Portable Domestic Go Kit (4R and 2V)         | 1,544.28                | 1,781.86  | 34,665.80 |          |
| Compact Got Kit (4R and 2V)                  | 1,544.28                | 1,781.86  | 21,665.80 |          |
| Compact Got Kit (2R and 2V)                  | 1,286.90                | 1,484.89  | 19,065.80 |          |
| <b>PANIC BUTTON</b>                          |                         |           |           |          |
| Soft Panic/Facility (K-12)                   | 1,500.00                | 1,620.00  |           | 532.00   |
| Panic Button Interface (Non-ML)              | 426.67                  | 480.00    |           | 532.00   |

| Product Line Item                                                           | Other Pricing Elements |              |           |          |
|-----------------------------------------------------------------------------|------------------------|--------------|-----------|----------|
|                                                                             | MSRP                   | MSRP         | Equipment | Setup    |
|                                                                             | Monthly                | Annual       | Wholesale | One Time |
| <b>TRAINING &amp; READINESS SERVICES</b>                                    |                        |              |           |          |
| Monthly Roll-Call - per session                                             | 40.00                  | per facility |           |          |
| Annual Tabletop Exercise                                                    | 798.40                 | per facility |           |          |
| Incident Command System Basic Training                                      | 318.40                 | per person   |           |          |
| <b>ANCILLARY HARDWARE</b>                                                   |                        |              |           |          |
| 1 RU Power Distrib. Shelf, w/Inter Pwr Supply                               |                        |              | 250       |          |
| Misc Installation Parts                                                     |                        |              | 556       |          |
| Control Station Install Kit                                                 |                        |              | 328       |          |
| Mutualink VCD-1                                                             |                        |              | 443       |          |
| Mutualink VCD-2                                                             |                        |              | 443       |          |
| <b>MAINTENANCE/SHIPPING</b>                                                 |                        |              |           |          |
| Customer Shipper                                                            |                        |              |           | TBD      |
| <b>OPTIONAL ENGINEERING</b>                                                 |                        |              |           |          |
| Local Site Install Technician - 5 Hours Block (over 60 mi from ML location) |                        |              |           | 1,000    |
| Local Site Install Technician - 4 Hours Block (over 60 mi from ML location) |                        |              |           | 800      |
| Local Site Install Technician - Over 4 hours (per hour)                     |                        |              |           | 200      |
| Non-local Site Install Service (per day)                                    |                        |              |           | 2,000    |
| Non-local Travel Charge -Same Day Return (per trip)                         |                        |              |           | 1,333    |
| Non-local Travel (Continental US) - Multiday (per trip)                     |                        |              |           | 2,133    |
| Non-local Travel (All Other) - Multiday (per trip)                          |                        |              |           | 6,000    |
| Non-local Travel Per Diem Expense (Continental US)                          |                        |              |           | 300      |
| Remote Network Engineering Services (per hour)                              |                        |              |           | 333      |
| Third Party Systems Integration                                             |                        |              |           | custom   |

These pricing elements are the same price regardless of Gov't or K12 designation  
A custom Statement of Work will be provided for each opportunity detailing the solution design, deliverables, roles and responsibilities and expectations.  
Discounts are available and based upon opportunity size, value, and complexity.



| AT&T Mobility Application Solutions |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Mobile Threat Defense Solution      | Lookout Mobile Endpoint Security | Lookout Mobile Endpoint Security makes it easy to get visibility into the entire spectrum of mobile risk, apply policies to measurably reduce that risk, and integrate into your existing security and mobile management solutions. Lookout Mobile Endpoint Security helps to secure corporate data by providing protection from app-based, device-based, network-based, and web/content-based risks. Lookout's Continuous Conditional Access enables only trusted devices to connect to enterprise infrastructure and data, for both managed and unmanaged deployments |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

| <u>Product Code</u> | <u>Product Name</u>             | <u>Monthly List Price</u> |
|---------------------|---------------------------------|---------------------------|
| LOMTU               | MES Threats Per User            | \$8.00                    |
| LOMTD               | MES Threats Per Device          | \$5.33                    |
| LOMCU               | MES Comprehensive Per User      | \$9.33                    |
| LOMCD               | MES Comprehensive Per Device    | \$6.67                    |
| <u>Product Code</u> | <u>Product Name</u>             | <u>Annual List Price</u>  |
| 4027L               | MES Threats Per User – 1 Year   | \$72.00                   |
| 4034L               | MES Threats Per Device – 1 Year | \$48.00                   |
| 4030L               | MES Threats Per User – 3 Year   | \$172.80                  |
| 4031L               | MES Threats Per Device – 3 Year | \$115.20                  |
| <u>Product Code</u> | <u>Product Name</u>             | <u>Annual List Price</u>  |
| 4032L               | MES Comprehensive Per User – 1  | \$84.00                   |
| 4028L               | Year                            | \$60.00                   |
| 4033L               | MES Comprehensive Per Device –  | \$201.60                  |
| 4026L               | 1 Year                          | \$144.00                  |
|                     | MES Comprehensive Per User – 3  |                           |
|                     | Year                            |                           |
|                     | MES Comprehensive Per Device –  |                           |
|                     | 3 year                          |                           |

| AT&T Mobility Application Solutions   |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| AT&T FirstNet Control Center Platform | AT&T | <p>AT&amp;T FirstNet CC will give you global visibility into the activity of all your SIMs on the AT&amp;T network, but more than that, use this proven platform to:</p> <p>Drive efficiency and profitability, empowered with robust self-service tools for provisioning, real-time diagnostics, usage controls, and more. The CC Portal gives you 24x7 access to your wireless account, so you can more productively and efficiently manage your services.</p> <p>Control Costs – Start with a no-touch activation experience— automatically activating your devices on the network as soon as your end users or installers switch them on in the field. Then utilize automated overage controls, notifications, and rules to control costs once your devices are in use. Eliminate manual efforts and use the automation engine in the AT&amp;T CC to save time and money.</p> <p>Automation Engine –Streamline your business processes and scale faster using a powerful automation engine to programmatically control your devices. Monitor SIMs, usage, rate plans, or other elements of your connected device business and trigger actions to run automatically when critical events occur.</p> <p>Gain Strategic Insight—Get the intelligence you need to manage your connected device business for maximum efficiency. AT&amp;T CC puts everything from data utilization and costs</p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>to performance and provisioning status at your fingertips. You'll see important usage trends, which devices cost the most, and whether your devices are working as expected in the field.</p> <p>Troubleshoot Problems Instantly – Run detailed diagnostics on any device, online and in real-time, whether on the AT&amp;T network or roaming internationally. Check provisioning status, see connection session history, and view real-time connectivity status. Immediately identify connectivity issues and get the information you need to get them resolved quickly.</p> <p>CC may require a Private Mobile Connection (PMC) APN</p> <ul style="list-style-type: none"><li>• <b><u>FirstNet CC supports all approved FirstNet Data plans listed in the AT&amp;T MCS End User Price List</u></b></li></ul> |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**AT&T Mobility Application Solutions Continued**

|                                                          |               |                                                                                                                                                                                                                                     |
|----------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          |               |                                                                                                                                                                                                                                     |
| <b>AT&amp;T Fleet Management Solution for Government</b> | <b>Geotab</b> | <b>AT&amp;T Fleet Management for Government enables you to manage your entire fleet on an easy-to-use platform providing near-real time data that helps control costs, optimize your fleet, and meet federal and state mandates</b> |

**Product Code**

**Product Name**

**List Price**

**Service Plans**

**Monthly Recurring Charges**

|           |                                       |         |
|-----------|---------------------------------------|---------|
| FMEBASENC | Fleet Mgt Ent Base Service Plan NC    | \$9.90  |
| FME4MB    | Fleet Mgt Ent 4MB Data Plan           | \$1.80  |
| FMEPRONC  | Fleet Mgt Ent Pro Service Plan NC     | \$19.35 |
| FME6MB    | Fleet Mgt Ent 6MB Data Plan           | \$2.25  |
| FMEPLUSNC | Fleet Mgt Ent ProPlus Service Plan NC | \$22.68 |
| FME8MB    | Fleet Mgt Ent 8MB Data Plan           | \$2.52  |
| FMESPDNC  | Fleet Mgt Ent Suspend Service Plan NC | \$7.50  |
| FME1MB    | Fleet Mgt Ent 1MB Data Plan           | \$0.50  |

**Hardware & Accessories**

**One Time Charges**

|       |                                 |         |
|-------|---------------------------------|---------|
| 4716L | ATT-GO9LTEX                     | \$58.00 |
| 4712L | ATT-GO9LTEAK1                   | \$86.50 |
| 4720L | ATT-GO9LTEAK2                   | \$86.50 |
| 4487J | Uni T cable Kit GS16K2 AFMFE    | \$28.50 |
| 4510J | Uni HD T cable Kit GS09K2 AFMFE | \$28.50 |
| 4495J | 3 wire cable CW03S3 AFMFE       | \$9.50  |
| 4525J | IOX-NFCREADER AFMFE             | \$61.75 |
| 4506J | 20 NFC Fobs AFMFE               | \$63.65 |
| 4506J | 20 NFC Stickers AFMFE           | \$63.65 |

**Product Code**

**Product Name**

**List Price**

**Installation & Pro Services**

**Upfront Install & Pro Service Charges**

|       |                                      |          |
|-------|--------------------------------------|----------|
| 4601J | Standard Install with Standard Cable | \$99.75  |
| 4443J | Extended Install with T Cable        | \$118.75 |
| 4434J | Offsite Install Fee                  | \$242.25 |
| 4439J | 3 Wire Standard Install              | \$133.00 |
| 4430J | Driver ID Install                    | \$23.75  |
| 4423J | Standard PTO Install                 | \$23.75  |
| 4441J | Non-Standard PTO Install             | \$80.75  |
| 4433J | Remove and Reinstall                 | \$123.50 |
| 4444J | Remove & Reinstall with Cable        | \$142.50 |
| 4402J | Professional Services Fee Install    | \$142.50 |
| 4445J | No-Show Install Fee                  | \$47.50  |
| 4602J | Secure Tech Install Fee              | \$380.00 |

**Activation & Shipping**

|       |                                                      |         |
|-------|------------------------------------------------------|---------|
| 4417J | Shipping, handling, Prep (per installation location) | \$40.18 |
|-------|------------------------------------------------------|---------|

**AT&T Dedicated Internet (ADI) Solutions Continued**

|                                                    |                 |                                                                                                           |
|----------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------|
|                                                    |                 |                                                                                                           |
| <b>*AT&amp;T Dedicated Internet (ADI) Solution</b> | <b>AT&amp;T</b> | <b>AT&amp;T Dedicated Internet provides carrier class, fiber based, synchronous internet connectivity</b> |

**Product Code**

**Product Name**

**List Price**

**Monthly Recurring Charges**

|         |                                                 |               |
|---------|-------------------------------------------------|---------------|
| ADI-1GB | AT&T Dedicated Internet (ADI) connection (1 GB) | \$7,000/Month |
| VPN-C   | VPN Concentrator                                | \$750/Month   |

**One Time Charges**

|              |                                  |                    |
|--------------|----------------------------------|--------------------|
| Install-Svcs | Installation of VPN Concentrator | \$3,000/per device |
|--------------|----------------------------------|--------------------|

\*AT&T Dedicated Internet as well as the VPN Concentrator options are intended to be used in conjunction with AT&T mobility services only.

Pricing is subject to change based on the specific location.

| EQUIPMENT DISCOUNTS                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                  | CONTRACT DISCOUNT                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| CRU Equipment Discount                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                  | 50% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP) |
| CRU Accessory Discount                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                  | 30% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP) |
| <b>EMPLOYEE DISCOUNTS</b>                                                                                                                                                                                                                                                                                                                                   | <b>Government Employee Discount</b><br><a href="https://www.att.com/offers/discount-program/government-employees.html">https://www.att.com/offers/discount-program/government-employees.html</a> |                                                                              |
| IRU Employee Discount                                                                                                                                                                                                                                                                                                                                       | <b>Reference Foundation Account Number (FAN)</b><br><b>4599651</b>                                                                                                                               | 17%                                                                          |
| IRU Accessory Discount                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                  | 25%                                                                          |
| <b>AT&amp;T Government Reference Guide</b><br><a href="https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&amp;wtLinkLoc=RN">https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&amp;wtLinkLoc=RN</a> |                                                                                                                                                                                                  |                                                                              |
| <b>AT&amp;T FirstNet</b><br><a href="https://www.firstnet.com/marketing/index.html#/marketing/index/home">https://www.firstnet.com/marketing/index.html#/marketing/index/home</a>                                                                                                                                                                           |                                                                                                                                                                                                  |                                                                              |



|                                                                                                                                                                         |  |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------|
| <b>FirstNet Responder Network Authority</b><br><a href="https://firstnet.gov/">https://firstnet.gov/</a>                                                                |  |                            |
| <b>AT&amp;T Service Coverage Maps</b><br><a href="http://www.att.com/maps/wireless-coverage.html/">http://www.att.com/maps/wireless-coverage.html/</a>                  |  |                            |
| <b>AT&amp;T Mobile Phone &amp; Device Tutorial</b><br><a href="https://www.att.com/esupport/main.html#!/wireless">https://www.att.com/esupport/main.html#!/wireless</a> |  |                            |
|                                                                                                                                                                         |  | <b>Revision 05/14/2021</b> |

## AT&T MCS CONTRACT DEVICE PRICE LIST

### Smartphone Pricing (Qualified Upgrades & New Line Activations)

Required rate plans: Voice \$15.99 or greater with \$45.00 or greater data add-on

| MANUFACTURER/MODEL               | PRODUCT SKU                              | RETAIL PRICE | PROMOTIONAL PRICE |
|----------------------------------|------------------------------------------|--------------|-------------------|
| Apple iPhone XR (64GB)           | 6694C, 6590B, 6592B, 6593B, 6595B, 6596B | \$499.99     | \$0.99            |
| Apple iPhone 11 (64GB)           | 6167C, 6154C, 6140C, 6153C, 6126C, 6136C | \$599.99     | \$0.99            |
| Apple iPhone 11 Pro (64GB)       | 6132C, 6139C, 6149C, 6146C               | \$899.99     | \$349.99          |
| Apple iPhone 11 Pro Max (64GB)   | 6143C, 6142C, 6151C, 6166C               | \$999.99     | \$449.99          |
| Apple iPhone 12 (64GB)           | 6859C, 6858C, 6860C, 6861C, 6862C        | \$799.99     | \$249.99          |
| Apple iPhone 12 Pro (128GB)      | 6873C, 6874C, 6875C, 6876C               | \$999.99     | \$449.99          |
| Apple iPhone 12 Pro Max (128GB)  | 6874C, 6873C, 6875C, 6876C               | \$ 1,099.99  | \$549.99          |
| Kyocera DuraForce Pro 2 (32GB)   | 6758B, 6534C, 6536C                      | \$449.99     | \$0.99            |
| Samsung S20 5G (128GB)           | 6535C, 6534C, 6536C                      | \$999.99     | \$349.99          |
| Samsung Galaxy S20 FE 5G (128GB) | 6691C, 6693C, 6692C                      | \$699.99     | \$0.99            |
| Samsung Galaxy S21 5G (128GB)    | 6919C, 6920C, 6921C                      | \$799.99     | \$99.99           |
| Samsung Galaxy S21+ 5G (128GB)   | 6923C, 6924C, 6926C                      | \$999.99     | \$199.99          |
| Samsung Galaxy xCover Pro (64GB) | 6698C                                    | \$509.99     | \$0.99            |
| Sonim XP8 (64GB)                 | 6401B                                    | \$699.99     | \$49.99           |

### Feature Phone Pricing (Qualified Upgrades & New Line Activations)

Required rate plans: Voice \$15.99 or greater

| MANUFACTURER/MODEL | PRODUCT SKU | RETAIL PRICE | PROMOTIONAL PRICE |
|--------------------|-------------|--------------|-------------------|
| Sonim XP5s (16GB)  | 6402B       | \$339.99     | \$49.99           |
| Sonim XP3 (16GB)   | 6823B       | \$189.99     | \$0.99            |

### Data Modems and Hotspots (Qualified Upgrades & New Line Activations)

Required rate plans \$50.00 or greater

| MANUFACTURER/MODEL                        | PRODUCT SKU  | RETAIL PRICE | PROMOTIONAL PRICE |
|-------------------------------------------|--------------|--------------|-------------------|
| AT&T Global Model USB800                  | 6021C        | \$179.99     | \$0.99            |
| Nighthawk LTE Mobile Hotspot Router Model | 6420B        | \$249.99     | \$0.99            |
| Unite Express 2 Mobile Hotspot            | 6778B        | \$144.99     | \$0.99            |
| Inseego MIFI 8000                         | 6465C, 6580C | \$179.99     | \$0.99            |
| Nighthawk 5G Mobile Hotspot Pro Router    | 6226C        | \$509.99     | \$199.99          |

**FirstNet Smartphone Pricing (Qualified Upgrades & New Line Activations)**

Required FirstNet rate plans: \$39.99 or greater rate plan

| MANUFACTURER/MODEL               | PRODUCT SKU                              | RETAIL PRICE | PROMOTIONAL PRICE |
|----------------------------------|------------------------------------------|--------------|-------------------|
| Apple iPhone XR (64GB)           | 6694C, 6590B, 6592B, 6593B, 6595B, 6596B | \$499.99     | \$0.99            |
| Apple iPhone 11 (64GB)           | 6167C, 6154C, 6140C, 6153C, 6126C, 6136C | \$599.99     | \$0.99            |
| Apple iPhone 11 Pro (64GB)       | 6132C, 6139C, 6149C, 6146C               | \$899.99     | \$299.99          |
| Apple iPhone 11 Pro Max (64GB)   | 6143C, 6142C, 6151C, 6166C               | \$999.99     | \$399.99          |
| Apple iPhone 12 (64GB)           | 6859C, 6858C, 6860C, 6861C, 6862C        | \$799.99     | \$199.99          |
| Apple iPhone 12 Pro (128GB)      | 6873C, 6874C, 6875C, 6876C               | \$999.99     | \$399.99          |
| Apple iPhone 12 Pro Max (128GB)  | 6874C,6873C,6875C,6876C                  | \$ 1,099.99  | \$499.99          |
| Kyocera DuraForce Pro 2 (32GB)   | 6758B, 6534C, 6536C                      | \$449.99     | \$0.99            |
| Samsung S20 5G (128GB)           | 6535C, 6534C, 6536C                      | \$999.99     | \$299.99          |
| Samsung Galaxy S20 FE 5G (128GB) | 6691C, 6693C, 6692C                      | \$699.99     | \$0.99            |
| Samsung Galaxy S21 5G (128GB)    | 6919C, 6920C, 6921C                      | \$799.99     | \$49.99           |
| Samsung Galaxy S21+ 5G (128GB)   | 6923C, 6924C, 6926C                      | \$999.99     | \$149.99          |
| Samsung Galaxy xCover Pro (64GB) | 6698C                                    | \$509.99     | \$0.99            |
| Sonim XP8 (64GB)                 | 6401B                                    | \$699.99     | \$0.99            |

**FirstNet Feature Phone Pricing (Qualified Upgrades & New Line Activations)**

Required FirstNet rate plans: Voice \$22.99 or greater

| MANUFACTURER/MODEL | PRODUCT SKU | RETAIL PRICE | PROMOTIONAL PRICE |
|--------------------|-------------|--------------|-------------------|
| Sonim XP5s (16GB)  | 6402B       | \$339.99     | \$0.99            |
| Sonim XP3 (16GB)   | 6823B       | \$189.99     | \$0.99            |

**FirstNet Modems and Hotspots (Qualified Upgrades & New Line Activations)**

Required FirstNet rate plans \$22.00 or greater

| MANUFACTURER/MODEL                        | PRODUCT SKU  | RETAIL PRICE | PROMOTIONAL PRICE |
|-------------------------------------------|--------------|--------------|-------------------|
| AT&T Global Model USB800                  | 6021C        | \$179.99     | \$0.99            |
| Nighthawk LTE Mobile Hotspot Router Model | 6420B        | \$249.99     | \$0.99            |
| Unite Express 2 Mobile Hotspot            | 6778B        | \$144.99     | \$0.99            |
| Inseego MIFI 8000                         | 6465C, 6580C | \$179.99     | \$0.99            |
| Nighthawk 5G Mobile Hotspot Pro Router    | 6226C        | \$509.99     | \$149.99          |

Contract No.: DMS-19/20-006A  
Attachment D, Exhibit 2 - Vendor's Device List

**Unlocked Smartphone Pricing (No Term Commitment Pricing)**

No Activation or Rate Plan Requirements

| MANUFACTURER/MODEL     | PRODUCT SKU                              | RETAIL PRICE | Price    |
|------------------------|------------------------------------------|--------------|----------|
| Apple iPhone 11 (64GB) | 6167C, 6154C, 6140C, 6153C, 6126C, 6136C | \$599.99     | \$599.99 |
| Samsung S20 5G (128GB) | 6535C, 6534C, 6536C                      | \$999.99     | \$999.99 |

ADDITIONAL DEVICES AND PRICING ARE AVAILABLE UPON REQUEST (The majority of AT&T Devices and accessories are located at <https://www.att.com/buy/phones/> .

*The above pricing does not reflect any additional Corporate promotions or discounts that may apply.*

*Contact your AT&T sales representative for clarification.*

**Promotional Pricing above valid through 12/31/2021.**

**STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**ITN NO: DMS-19/20-006 MOBILE COMMUNICATION SERVICES (MCS-2)**  
**REQUEST FOR BEST AND FINAL OFFER**  
**DUE: May 14, 2021 BY 11:59 PM ET**

---

**INTRODUCTION**

Pursuant to the Mobile Communication Services ITN Sections 4.4.3., Revised Replies and Best and Final Offers, and 4.4.4, Other Department Rights During Negotiations, the Department requests a Best and Final Offer. Please submit the Best and Final Offer by 11:59 PM ET on May 14, 2021, to the Procurement Officer, Caitlen Boles, at [Caitlen.Boles@dms.fl.gov](mailto:Caitlen.Boles@dms.fl.gov)

Respondents must email the Best and Final Offer with files attached as a .pdf or in their native format (.docx or .xlsx where applicable) to the Procurement Officer. If the Best and Final Offer exceeds the file limit to submit via email, the Respondent must submit its Best and Final Offer on a thumb drive to the Procurement Officer by the above-stated deadline.

Best and Final Offers are expressly understood to be for the provision of services and features with no minimum guaranteed purchase of services or features.

All revisions made by the Department to the attachments provided with this Request for Best and Final Offer are reflected in track changes; track changes reflect changes made to the original documents posted with the ITN, and as modified by Addendum No. 2. Any Respondent-proposed edits not reflected in the attachments were deemed not acceptable to the Department. Do not make any changes, revisions, exceptions, or deviations to the Department's language in the provided documents.

**BEST AND FINAL OFFER SUBMISSION**

The Best and Final Offer must include the following requested documents:

**A. ATTACHMENT A – FINAL STATEMENT OF WORK**

Please submit a response to each subsection in Attachment A – Final Statement of Work where a response is requested, including Section 4 Public Safety if the Respondent is proposing public safety services. Identify all modifications and/or revisions, if any, to the responses provided in the Statement of Work from Respondent's initial ITN Reply via track changes.

**B. ATTACHMENT B – FINAL CONTRACT**

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment B – Final Contract, as is; ***do not make any changes, revisions, exceptions, or deviations.***

**C. ATTACHMENT C – FINAL SERVICE LEVEL AGREEMENTS**

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment C – Final Service Level Agreements, as is; ***do not make any changes, revisions, exceptions, or deviations.***

#### **D. FINAL VENDOR'S DEVICE LIST AND VENDOR'S SERVICES AND DISCOUNTS PRICING (EUPL)**

Please submit Vendor's Device List and Vendor's Services and Discounts Pricing. If the Respondent is proposing public safety plans and devices, these shall be included within these documents.

The Respondent is required to submit a Vendor's Device List and Vendor's Services and Discounts Pricing that includes the Respondent's best pricing for the Department's consideration based on the revisions contained in the Request for Best and Final Offer and attachments. Given these revisions made by the Department, the Department is anticipating reductions in the Respondent's pricing.

The Vendor's Device List and Vendor's Services and Discounts Pricing must comply with ITN Section 3.10, Respondent's Pricing. Pricing in either document shall not include State of Florida and Federal Taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

#### **E. WIRELESS SERVICE GUIDES**

Please submit the services guide with the terms agreed upon in negotiations. If awarded a contract, the intent is for these terms to be incorporated into the EUPL by reference.

#### **SUPPLEMENTAL INFORMATION**

The Best and Final Offer shall constitute the Respondent's final Reply to this ITN and should be reflective of all terms and conditions applicable to the Respondent's proposed services.

Should the Respondent's BAFO response contain website references, that are external to the documents, the information referenced on the website should be provided in the BAFO response. However, if the information has been previously supplied to the negotiation team in the information request in January and no changes have been made, it is not necessary to resubmit.

The Respondent is under no obligation to submit a Best and Final Offer; however, the Respondent will no longer be considered for an award if the Department does not receive a Best and Final Offer.

By the submission of its Best and Final Offer, the Respondent certifies that, if awarded a Contract, it will comply with all terms and conditions found in the aforementioned documents included with this Request for Best and Final Offer.

#### **REDACTED COPY**

If the Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must provide the Department with a separate, electronic redacted copy of the Best and Final Offer in accordance with Section 3.8 of the ITN.

#### **STATE OF FLORIDA EMPLOYEE DISCOUNTS**

If the Respondent intends to offer any discounted pricing to State of Florida employees (including state agencies, OEU's, or their retirees), please provide the discount percentage in the Best and Final Offer.

Please note that the decision to offer discounted rates is wholly within the Respondent's discretion and will NOT be considered as part of the State's best value determination (see ITN Section 4.5, Final Selection and Notice of Intent to Award Contract).



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

**INVITATION TO NEGOTIATE**  
**FOR**  
**MOBILE COMMUNICATION SERVICES**  
**ITN NO: DMS-19/20-006**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**

Procurement Officer: Caitlen Boles  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.3Y  
Tallahassee, FL 32399-0950  
Phone: (850) 410-1423  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

**NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## TABLE OF CONTENTS

|                                                                                       |    |
|---------------------------------------------------------------------------------------|----|
| SECTION 1. INTRODUCTION .....                                                         | 4  |
| 1.1 Solicitation Objective .....                                                      | 4  |
| 1.2 Background.....                                                                   | 4  |
| 1.3 Term.....                                                                         | 4  |
| 1.4 Questions Being Explored .....                                                    | 4  |
| 1.5 Goals of the ITN.....                                                             | 4  |
| 1.6 Special Accommodations .....                                                      | 5  |
| 1.7 Procurement Officer.....                                                          | 5  |
| 1.8 Timeline of Events .....                                                          | 5  |
| SECTION 2. SOLICITATION PROCESS.....                                                  | 7  |
| 2.1 General Overview .....                                                            | 7  |
| 2.2 Questions and Answers.....                                                        | 8  |
| 2.3 Addenda to the Solicitation .....                                                 | 8  |
| 2.4 Receipt of Replies.....                                                           | 8  |
| 2.5 Respondent Firm Offer .....                                                       | 9  |
| SECTION 3. GENERAL INSTRUCTIONS.....                                                  | 9  |
| 3.1 General Instructions to Respondents (PUR 1001 Form).....                          | 9  |
| 3.2 MFMP Registration .....                                                           | 10 |
| 3.3 Florida Substitute Form W-9 Process .....                                         | 11 |
| 3.4 Website References .....                                                          | 11 |
| 3.5 How to Submit a Reply .....                                                       | 11 |
| 3.6 Mandatory Responsiveness Requirements .....                                       | 12 |
| 3.7 Contents of Reply .....                                                           | 12 |
| 3.8 Public Records, Respondent's Confidential Information, and Redacted Replies ..... | 14 |
| 3.9 Additional Information.....                                                       | 16 |
| 3.10 Respondent's Pricing.....                                                        | 16 |
| SECTION 4. SELECTION METHODOLOGY .....                                                | 19 |
| 4.1 Responsiveness and Responsibility .....                                           | 19 |
| 4.2 Evaluation Process – General Overview.....                                        | 20 |
| 4.3 Evaluation of the Reply.....                                                      | 20 |
| 4.4 Negotiations .....                                                                | 21 |
| 4.5 Final Selection and Notice of Intent to Award Contract .....                      | 24 |
| SECTION 5. AWARD .....                                                                | 24 |
| 5.1 Rights for Award .....                                                            | 24 |
| 5.2 Agency Decision .....                                                             | 25 |



|     |                                   |    |
|-----|-----------------------------------|----|
| 5.3 | Other Reserved Rights .....       | 25 |
| 5.4 | No Contract until Execution ..... | 25 |

#### **Attachments:**

Attachment A – Statement of Work  
Attachment B – Draft Contract  
Attachment C – Service Level Agreements  
Attachment D – Business Case  
Attachment E – Definitions and Acronyms

#### **Forms:**

FORM 1 – CONTACT INFORMATION  
FORM 2 – NOTICE OF CONFLICT OF INTEREST  
FORM 3 – NON-COLLUSION STATEMENT  
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT  
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS  
FORM 6 – BUSINESS EXPERIENCE

## **SECTION 1. INTRODUCTION**

### **1.1 Solicitation Objective**

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

### **1.2 Background**

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately \$85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

### **1.3 Term**

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

### **1.4 Questions Being Explored**

- a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
- b) What service options meet a variety of Customer needs?
- c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
- d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

### **1.5 Goals of the ITN**

The goals of this ITN are to establish:

- a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
- b) Service options to meet a variety of Customers' needs;

- c) Competitive pricing throughout the initial and any renewal years of the Contract; and
- d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

## 1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or [ADA.Coordinator@dms.fl.gov](mailto:ADA.Coordinator@dms.fl.gov). Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

## 1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles  
 Departmental Purchasing  
 Florida Department of Management Services  
 4050 Esplanade Way, Suite 335.3Y  
 Tallahassee, FL 32399-0950  
 Phone: (850) 410-1423  
 Email: [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER\*\*\***

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

## 1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

| TIMELINE OF EVENTS                                       |                 |                  |
|----------------------------------------------------------|-----------------|------------------|
| Events                                                   | Event Time (ET) | Event Date       |
| ITN posted on the VBS.                                   |                 | October 7, 2020  |
| Deadline to submit questions to the Procurement Officer. | 3:00 PM         | October 28, 2020 |

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Event Time (ET) | Event Date                            |
| Department's anticipated posting of answers to Respondent's questions on the VBS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | November 9, 2020                      |
| Deadline to submit Reply and all required documents to the Procurement Officer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2:00 PM         | November 23, 2020                     |
| <p>Public Opening.<br/>Conference Room 101<br/>4050 Esplanade Way<br/>Tallahassee, Florida 32399-0950</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/><a href="https://global.gotomeeting.com/join/198062149">https://global.gotomeeting.com/join/198062149</a></p> <p><b>You can also dial in using your phone.</b><br/>United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a><br/>United States: <a href="tel:+16467493129">+1 (646) 749-3129</a></p> <p><b>Access Code:</b> 198-062-149</p> <p><b>Join from a video-conferencing room or system.</b><br/>Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/>Meeting ID: 198 062 149<br/>Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/><a href="https://global.gotomeeting.com/install/198062149">https://global.gotomeeting.com/install/198062149</a></p> | 3:00 PM         | November 23, 2020                     |
| Anticipated Evaluations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | December 1, 2020 to December 30, 2020 |
| Anticipated Negotiations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | January 4, 2021 to April 12, 2021     |
| <p>Negotiation Team Public Meeting<br/>Conference Room 101<br/>4050 Esplanade Way</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/><a href="https://global.gotomeeting.com/join/432429477">https://global.gotomeeting.com/join/432429477</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10:00 AM        | April 19, 2021                        |

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Event Time (ET) | Event Date     |
| <p><b>You can also dial in using your phone.</b><br/> United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a><br/> United States: <a href="tel:+16467493129">+1 (646) 749-3129</a></p> <p><b>Access Code:</b> 432-429-477</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 432 429 477<br/> Or dial directly: 432429477@67.217.95.2 or<br/> 67.217.95.2##432429477</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/432429477">https://global.gotomeeting.com/install/432429477</a></p> |                 |                |
| Anticipated date to post Notice of Intent to Award on the VBS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | April 26, 2021 |
| Anticipated Contract Execution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | May 2021       |

## SECTION 2. SOLICITATION PROCESS

### 2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

## **2.2 Questions and Answers**

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

| Question # | Respondent Name | Section | Page # | Question |
|------------|-----------------|---------|--------|----------|
|            |                 |         |        |          |

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

## **2.3 Addenda to the Solicitation**

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

## **2.4 Receipt of Replies**

### **2.4.1 Reply Deadline**

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.1X  
Tallahassee, FL 32399-0950  
Phone: (850) 410-1423  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

#### **2.4.2 Clarifications to Replies**

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

#### **2.5 Respondent Firm Offer**

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

### **SECTION 3. GENERAL INSTRUCTIONS**

#### **3.1 General Instructions to Respondents (PUR 1001 Form)**

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents/forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents/forms_references_resources/purchasing_forms).

**Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:**

#### **Section 3. Electronic Submission of Offers**

Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

#### **Section 5. Questions**

Submit questions in accordance with Subsection 2.2, Questions and Answers.

#### **Section 9. Respondent's Representation and Authorization.**

In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

#### **Section 14 – Firm Response**

The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

### **3.2 MFMP Registration**

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: <https://Respondent.myfloridamarketplace.com/>.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft



Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

### **3.3 Florida Substitute Form W-9 Process**

A State of Florida contractor **must** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

### **3.4 Website References**

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

### **3.5 How to Submit a Reply**

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

**3.5.1** One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

**3.5.2** One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

**3.5.3** If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

**Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.**

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

**Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.**

### 3.6 Mandatory Responsiveness Requirements

**The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below.** Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

- 3.6.1** The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here:  
<https://docs.fcc.gov/public/attachments/FCC-18-181A1.pdf>

**The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.**

- 3.6.2** The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.
- 3.6.3** The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
- 3.6.4** The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
- 3.6.5** The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website:  
[www.sunbiz.org](http://www.sunbiz.org)

### 3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

- 1. A cover letter on the Respondent's letterhead with the following information:**
  - a. Company name and physical address;
  - b. Primary location from where the work will be performed;

- c. Contact information for primary point of contact, including phone number and email address; and
- d. Federal Employer Identification (FEID) Number.

**2. Completed forms:**

FORM 1 – CONTACT INFORMATION  
FORM 2 – NOTICE OF CONFLICT OF INTEREST  
FORM 3 – NON-COLLUSION STATEMENT  
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT  
FORM 6 – BUSINESS EXPERIENCE

**3. Mandatory Responsiveness Requirements:**

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

**4. Respondent's Reply to the Statement of Work (Technical Reply)**

Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

**5. Respondent's Experience Reply**

Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

- a. Respondent's market penetration for WVS and WDS services.
- b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
- c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
- d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

- e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
- f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
  - i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
  - ii. Provide resumes for all persons being proposed for the key staff positions.
  - iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
  - iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

## 6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars (\$500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

## 7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

**Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.**

## 3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

### **3.8.1 Electronic and Written Communications**

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

### **3.8.2 Replies**

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

### **3.8.3 Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

### **3.8.4 How to Claim Trade Secret or Other Exemptions**

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN \_redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

### **3.8.5 Public Records Request**

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

### **3.8.6 Department Not Obligated to Defend Respondent's Claims**

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

## **3.9 Additional Information**

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

## **3.10 Respondent's Pricing**

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

### **3.10.1 Vendor's Device List**

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as \$0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

- 1) Smartphones
  - a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
  - b. At least one unlocked iPhone and one unlocked Android smartphone.
- 2) Air Cards and hotspots
  - a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
- 3) Tablets
  - a. Operating system, camera, removable memory, and other features.
- 4) Basic Phones
  - a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
- 5) Accessories
  - a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
- 6) Public Safety Wearables

### 3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: [https://www.dms.myflorida.com/business\\_operations/telecommunications/suncom2/voice\\_services/mobile\\_communication\\_services](https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services). Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

#### 1) Non-pooled Plans

- a. Pricing and details of all non-pooled plans, which may include:
  - i. Voice per minute rate plans: usage based, limited
  - ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
  - iii. Messaging plans: limited and unlimited
  - iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data
- b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
- c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
  - i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
  - ii. Description of billing for calls directly dialing or receiving from the same carrier.
  - iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
  - iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

#### 2) Pooled Plans

- a. Pricing and details of all pooled plans, which may include:
  - i. Description of tiers, including the number of minutes included in the plans.
- b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.
- c. Describe:
  - i. how the minutes are aggregated and credits are applied;
  - ii. how a Customer can have more than one pool;
  - iii. rollover minutes;
  - iv. pool limitations, e.g., limits to the number of users; and
  - v. included features, such as call waiting.

#### 3) Push-to-Talk

- a. Pricing and details of all push-to-talk plans, which may include:
  - i. Standalone push-to-talk and add-on push-to-talk plans.
  - ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.



- iii. Description of services included in the monthly recurring costs and included features
    - 1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
    - 2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
    - 3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
- 4) Machine-to-Machine**
  - a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
    - i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
  - b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
  - c. Description of services included in the monthly recurring costs and included features.
    - i. Detail how measured usage is billed.
    - ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
- 5) Discounts**
  - a. All proposed discounts off accessories and devices.
  - b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
    - i. Describe any additional proposed discounts, such as 100% discount off activation fees.
    - ii. Specific pricing for devices should be listed in the Vendor's Device List.
- 6) Additional Features, Fees, and Other Items**
  - a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
    - i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
    - ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
    - iii. Respondents may also suggest tiered pricing.
    - iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.
  - b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Responsiveness and Responsibility**

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

#### **4.2 Evaluation Process – General Overview**

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

#### **4.3 Evaluation of the Reply**

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

| <b>Assessment</b> | <b>Evaluator Score</b> |
|-------------------|------------------------|
| Unacceptable      | 0                      |
| Poor              | 1                      |
| Adequate          | 2                      |
| Good              | 3                      |
| Exceptional       | 4                      |

##### **4.3.1 Scoring**

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

| <b>EVALUATION SUMMARY SCORE SHEET</b>                                   |                                   |   |                      |   |                                        |
|-------------------------------------------------------------------------|-----------------------------------|---|----------------------|---|----------------------------------------|
| <b>Section</b>                                                          | <b>Maximum Possible Raw Score</b> |   | <b>Weight Factor</b> |   | <b>Maximum Possible Weighted Score</b> |
| <b>1.6</b> Evolving Technology                                          | 4                                 | X | 50                   | = | 200                                    |
| <b>2.1</b> Staffing Responsibilities                                    | 4                                 | X | 100                  | = | 400                                    |
| <b>3.6</b> Wireless Data Services                                       | 4                                 | X | 75                   | = | 300                                    |
| <b>3.10</b> State of Florida Coverage                                   | 4                                 | X | 50                   | = | 200                                    |
| <b>3.12</b> Security                                                    | 4                                 | X | 50                   | = | 200                                    |
| <b>3.16</b> Highly Available and Highly Reliable Design Characteristics | 4                                 | X | 25                   | = | 100                                    |
| <b>3.17</b> Reports, Updates, and Notification Requirements             | 4                                 | X | 50                   | = | 200                                    |
| <b>3.19</b> Customer Support                                            | 4                                 | X | 50                   | = | 200                                    |
| <b>3.20</b> Contractor's MCS Portal                                     | 4                                 | X | 25                   | = | 100                                    |
| <b>3.21</b> Devices                                                     | 4                                 | X | 50                   | = | 200                                    |
| <b>3.22</b> Cooperation with Other Contractors                          | 4                                 | X | 25                   | = | 100                                    |
| <b>3.23</b> Customer Migration                                          | 4                                 | X | 75                   | = | 300                                    |
| <b>3.26</b> Project Management                                          | 4                                 | X | 25                   | = | 100                                    |
| Respondent's Experience Reply                                           | 4                                 | X | 300                  | = | 1,200                                  |
| <b>Maximum Possible Final Weighted Score:</b>                           |                                   |   |                      |   | <b>3,800</b>                           |

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

#### **4.3.2 Other Department Rights for Evaluation**

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

## **4.4 Negotiations**

### **4.4.1 Negotiations Process – General Overview**

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

#### **4.4.2 Respondent Attendance at Negotiations**

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

#### **4.4.3 Revised Replies and Best and Final Offers**

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

#### **4.4.4 Other Department Rights During Negotiations**

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to:

- a) Schedule additional negotiation sessions with any or all Respondents.
- b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
- c) Require any or all Respondents to provide revised Replies and written BAFO(s).
- d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
- f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
- g) Finalize Contract terms and conditions with any Respondent at any time.
- h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
- i) Conclude negotiations at any time and proceed to Contract award.
- j) Re-open negotiations with any responsive Respondent.
- k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- m) Review and rely on relevant information contained in the Replies.
- n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
- o) Request business references and materials related to a reference check.
- p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

#### **4.4.5 Negotiation Meetings Not Open to Public**

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

## **4.5 Final Selection and Notice of Intent to Award Contract**

### **4.5.1 Award Selection**

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

### **4.5.2 Selection Criteria**

The following award selection criteria will apply for this ITN:

- a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
- c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
- d) The Respondent's pricing.

### **4.5.3 Department's Negotiation Team Recommendation**

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

## **SECTION 5. AWARD**

### **5.1 Rights for Award**

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

## **5.2 Agency Decision**

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

If the Department decides to reject all Replies, it will post its notice on the VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **5.3 Other Reserved Rights**

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

## **5.4 No Contract until Execution**

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FORM 1 – CONTACT INFORMATION**

For solicitation purposes, the  
Respondent's contact person will be:

Should the Respondent be awarded the  
Contract, the Account Manager's contact  
information will be:

|                 |       |       |
|-----------------|-------|-------|
| Name            | _____ | _____ |
| Title           | _____ | _____ |
| Company<br>Name | _____ | _____ |
| Address         | _____ | _____ |
| Telephone       | _____ | _____ |
| Fax             | _____ | _____ |
| E-mail          | _____ | _____ |
| FEID #          | _____ | _____ |

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name



## FORM 2 - NOTICE OF CONFLICT OF INTEREST

**Company Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

### FORM 3 - NON-COLLUSION STATEMENT

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.
2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Respondent)

are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Name of Respondent: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name \_\_\_\_\_

#### FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

**Section 287.057(17)(c), Florida Statutes:** A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

---

Name of Respondent's Organization

---

Signature of Authorized Representative and Date

---

Print Name

## FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: <a href="https://docs.fcc.gov/public/attachments/FCC-18-181A1.pdf">https://docs.fcc.gov/public/attachments/FCC-18-181A1.pdf</a> |

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

| Information                                                | Experience #1 |
|------------------------------------------------------------|---------------|
| Company Name                                               |               |
| Company Person                                             |               |
| Title                                                      |               |
| Address                                                    |               |
| City                                                       |               |
| State                                                      |               |
| Telephone Number                                           |               |
| Email Address                                              |               |
| Contract Period (contract start date to contract end date) |               |
| Brief summary of services                                  |               |

| Information      | Experience #2 |
|------------------|---------------|
| Company Name     |               |
| Company Person   |               |
| Title            |               |
| Address          |               |
| City             |               |
| State            |               |
| Telephone Number |               |
| Email Address    |               |

|                                                            |  |
|------------------------------------------------------------|--|
| Contract Period (contract start date to contract end date) |  |
| Brief summary of services                                  |  |

| <b>Information</b>                                         | <b>Experience #3</b> |
|------------------------------------------------------------|----------------------|
| Company Name                                               |                      |
| Company Person                                             |                      |
| Title                                                      |                      |
| Address                                                    |                      |
| City                                                       |                      |
| State                                                      |                      |
| Telephone Number                                           |                      |
| Email Address                                              |                      |
| Contract Period (contract start date to contract end date) |                      |
| Brief summary of services                                  |                      |



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

---

**ATTACHMENT A – STATEMENT OF WORK**

**FOR**

**MOBILE COMMUNICATION SERVICES**

**ITN NO: DMS-19/20-006**

**INVITATION TO NEGOTIATE**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

## Table of Contents

|     |                                                             |    |
|-----|-------------------------------------------------------------|----|
| 1.  | Statement of Work Introduction.....                         | 6  |
| 1.1 | Instructions for Response Blocks .....                      | 7  |
| 1.2 | Mobile Communication Services Portfolio.....                | 7  |
| 1.3 | MCS Objectives.....                                         | 8  |
| 1.4 | MyFloridaNet.....                                           | 9  |
| 1.5 | End User Price Lists and Vendor's Device List .....         | 9  |
| 1.6 | Evolving Technology .....                                   | 10 |
| 2.  | Contractor Staffing.....                                    | 11 |
| 2.1 | Staffing Responsibilities .....                             | 11 |
| 2.2 | Key Staff Position - Account Manager .....                  | 13 |
| 2.3 | Key Staff Position - Project Manager .....                  | 14 |
| 2.4 | Key Staff Position - Business Operations Manager .....      | 14 |
| 2.5 | Key Staff Position - Engineering and Design Manager .....   | 15 |
| 2.6 | Key Staff Position - Operations and Security Manager .....  | 15 |
| 2.7 | Customer Support Team.....                                  | 16 |
| 3.  | Services and Devices for Mobile Communication Services..... | 17 |
| 3.1 | Wireless Voice Services.....                                | 17 |
| 3.2 | Wireless Data Service.....                                  | 17 |
| 3.3 | Wireless Data Service - IP Addresses.....                   | 18 |
| 3.4 | Wireless Data Service – Access Circuit .....                | 18 |
| 3.5 | Wireless Data Service - Closed User Groups .....            | 20 |



|      |                                                                   |    |
|------|-------------------------------------------------------------------|----|
| 3.6  | Wireless Data Service – Network-to-Network Interface Design.....  | 21 |
| 3.7  | Wireless Data Service –Traffic Mapping into MyFloridaNet.....     | 25 |
| 3.8  | Wireless Data Service – Traffic Directly to the Internet.....     | 26 |
| 3.9  | Wireless Data Service - Test Plan .....                           | 28 |
| 3.10 | State of Florida Coverage .....                                   | 28 |
| 3.11 | Roaming.....                                                      | 29 |
| 3.12 | Security.....                                                     | 29 |
| 3.13 | Reviews of the Contractor’s Service.....                          | 31 |
| 3.14 | Emergency Services .....                                          | 32 |
| 3.15 | Contractor’s Service Delivery Costs .....                         | 33 |
| 3.16 | Highly Available and Highly Reliable Design Characteristics ..... | 33 |
| 3.17 | Reports, Updates, and Notifications Requirements .....            | 34 |
| 3.18 | Service Level Agreement Operational Process.....                  | 35 |
| 3.19 | Customer Support .....                                            | 37 |
| 3.20 | Contractor’s MCS Portal .....                                     | 38 |
| 3.21 | Devices.....                                                      | 39 |
| 3.22 | Cooperation with Other Contractors .....                          | 40 |
| 3.23 | Customer Migration.....                                           | 41 |
| 3.24 | Transition for Future Iterations of this Service.....             | 41 |
| 3.25 | Contractor Meetings with DMS.....                                 | 43 |
| 3.26 | Project Management.....                                           | 45 |
| 3.27 | Project Management - Services Infrastructure Checklist .....      | 50 |

|      |                                                                                   |    |
|------|-----------------------------------------------------------------------------------|----|
| 4.   | Public Safety Service Plans and Devices.....                                      | 53 |
| 4.1  | Deployable Technologies.....                                                      | 53 |
| 4.2  | Local Control .....                                                               | 54 |
| 4.3  | Local control portal .....                                                        | 54 |
| 4.4  | Public Safety Standards.....                                                      | 54 |
| 4.5  | Demonstration Devices.....                                                        | 54 |
| 4.6  | Public Safety Customer Support.....                                               | 55 |
| 4.7  | Public Safety Reporting.....                                                      | 55 |
| 4.8  | Public Safety Marketing .....                                                     | 55 |
| 5.   | Business Operations .....                                                         | 56 |
| 5.1  | General Description of the SUNCOM Business Model .....                            | 56 |
| 5.2  | Communications Service Authorization and Billing Transaction Flowchart.....       | 56 |
| 5.3  | Communications Service Authorization and Billing – Official Record.....           | 58 |
| 5.4  | Communications Service Authorization and Billing - Interface with Contractor..... | 58 |
| 5.5  | Communications Service Authorization and Billing Service Catalog .....            | 59 |
| 5.6  | Taxes and Government Sanctioned Fees .....                                        | 59 |
| 5.7  | User Access Privileges for the Contractor.....                                    | 60 |
| 5.8  | Work Orders.....                                                                  | 60 |
| 5.9  | Inventory.....                                                                    | 61 |
| 5.10 | Invoicing Requirements.....                                                       | 61 |
| 5.11 | Electronic Substantiating Detail File .....                                       | 61 |
| 5.12 | Audit of Contractor Invoices.....                                                 | 62 |

|      |                                                           |    |
|------|-----------------------------------------------------------|----|
| 5.13 | Mandatory Interface with the Contractor .....             | 62 |
| 5.14 | Properly Authorized Work Orders.....                      | 62 |
| 5.15 | General Billing Requirements .....                        | 62 |
| 5.16 | Billing Start .....                                       | 62 |
| 6.   | Direct Ordering and Billing .....                         | 63 |
| 6.1  | Services and Devices Sold to Direct-Billed Customers..... | 63 |
| 6.2  | Cost Recovery Rate.....                                   | 63 |
| 6.3  | Contract Association on Direct-Billed Accounts .....      | 64 |
| 6.4  | Monthly Reporting of Direct-Billed Accounts.....          | 64 |
| 6.5  | Quarterly Reporting of Direct-Billed Accounts.....        | 65 |
| 6.6  | Customers Liability .....                                 | 65 |

# 1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as “Service Level Agreements” or “SLAs”) are specified on Attachment C – Service Level Agreements.

The intent of this procurement is to establish one (1) or more multi-year Contract(s) that meet the goals of the ITN, as stated in Section 1.5, Goals of the ITN, of that document. Any contracted services will be available for use by State agencies and political subdivisions of the State, municipalities, and nonprofit corporations in accordance with Chapter 282, Florida Statutes (F.S.).

This SOW contains operational and administrative objectives for MCS that will form the requirements for implementation and on-going support under any Contract resulting from this ITN.

**This SOW is intended to reflect the requested service components DMS is seeking the Respondent to offer for MCS. This SOW includes references to service components that “must,” “shall,” or “will” be delivered; however, these SOW references to “must,” “shall,” “will,” and “minimum requirements” will not affect DMS’s determination of a Respondent’s responsiveness. DMS intends for these SOW references to become mandatory at the time of Contract execution (as reflected in DMS’s Request for Best and Final Offer (BAFO)). However, these SOW references may be subject to negotiation during the procurement and will be resolved through the terms of DMS’s Request for BAFO. The terms “will” and “shall” are used interchangeably.**

The Request for BAFO may also provide for requirements in place of what may previously have been requests. For example, the word ‘should’ in this SOW may be replaced by the word ‘must’ in the final SOW attached to the Request for BAFO.

While the Department reserves the right to negotiate any term or condition during the negotiation process, the Contractor agrees that its Reply is based on the assumption that the terms and conditions of this SOW, as well as the Draft Contract (Attachment B to the ITN), apply as currently written.

If more than one (1) Contract is awarded, then the use of the terms “Contract,” “Contractor,” “Reply,” and “Respondent,” include the plural when applicable.

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

## 1.1 Instructions for Response Blocks

The SOW contains response blocks where Respondents are to provide information. Respondents may attach additional narrative with a reference to the corresponding SOW response block subsection. Respondents should base responses on the information provided in the applicable subsections and response blocks regarding operational and administrative processes and other aspects of the proposed services.

Responses to the SOW will be scored and will not be used to determine responsiveness. Respondents should provide responses to all response blocks seeking a response in the SOW.

If the Respondent inserts “N/A” or leaves a response block blank, they will receive zero points for that subsection. Replies are to be submitted in accordance with the ITN. See Subsections 3.7, 4, of the ITN for additional instructions on submitting a Reply.

The response blocks may contain approximate word counts in brackets, e.g., [Enter the response here – XXX words]. The word counts are provided as guidance to the length of the expected response; the word counts are neither minimum nor maximum limits.

**By submitting a Reply to this ITN, the Respondent affirms that it has read, understood, and will comply with all of the statements, terms, and conditions contained in this SOW.**

Do not provide pricing information in any SOW response block. Respondent is to submit pricing information separate from the response to this SOW, in accordance with instructions in the ITN.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 1.2 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

### 1.3 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

## 1.4 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:

[https://www.dms.myflorida.com/business\\_operations/telecommunications/suncom2/data\\_services/myfloridanet\\_2](https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2)

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

## 1.5 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

### 1.5.1 Creation of Initial EUPL and Vendor's Device List

Pricing information in the Contractor's BAFO will be used by the Contractor to create the EUPL and Vendor's Device List after Contract execution. The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings. The Department's current MCS EUPLs are available on the DMS website here:

[https://www.dms.myflorida.com/business\\_operations/telecommunications/suncom2/voice\\_services/mobile\\_communication\\_services](https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services)

### 1.5.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the pricing is competitive to market rates, specifically that it is equal to or less than rates for similar offerings in the State of Texas, State of California, and State of New York;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 1.6 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
  - a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.



- b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

## 2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

### 2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
  - a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within thirty (30) days from Contract execution. **Attachment C, SLA-A1(a).**
  - b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
  - c. DMS reserves the right to review and approve candidates being considered by the Contractor for a key staff position described in this Contract.

- d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.
- e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.
- f. Vacancy.
  - i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement. **Attachment C, SLA-A1(b).**
  - ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**
- 6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.
- 7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
  - a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
  - b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
  - c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
  - d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

## 2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS, unless DMS determines an exclusive Account Manager is in DMS's best interest at any point during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.

4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

## 2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager, unless DMS determines an exclusive Project Manager is in DMS's best interest. This is a required key staff position.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS.

## 2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager, unless DMS determines an exclusive Business Operations Manager is in DMS's best interest. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

## 2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager, unless DMS determines an exclusive Engineering and Design Manager is in DMS's best interest. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable.
3. Five (5) years or more of engineering work experience.

## 2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager, unless the Department determines an exclusive Operations and Security Manager is in DMS's best interest. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The

individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

## 2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3. Services and Devices for Mobile Communication Services

#### 3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

#### 3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. The Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by DMS and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

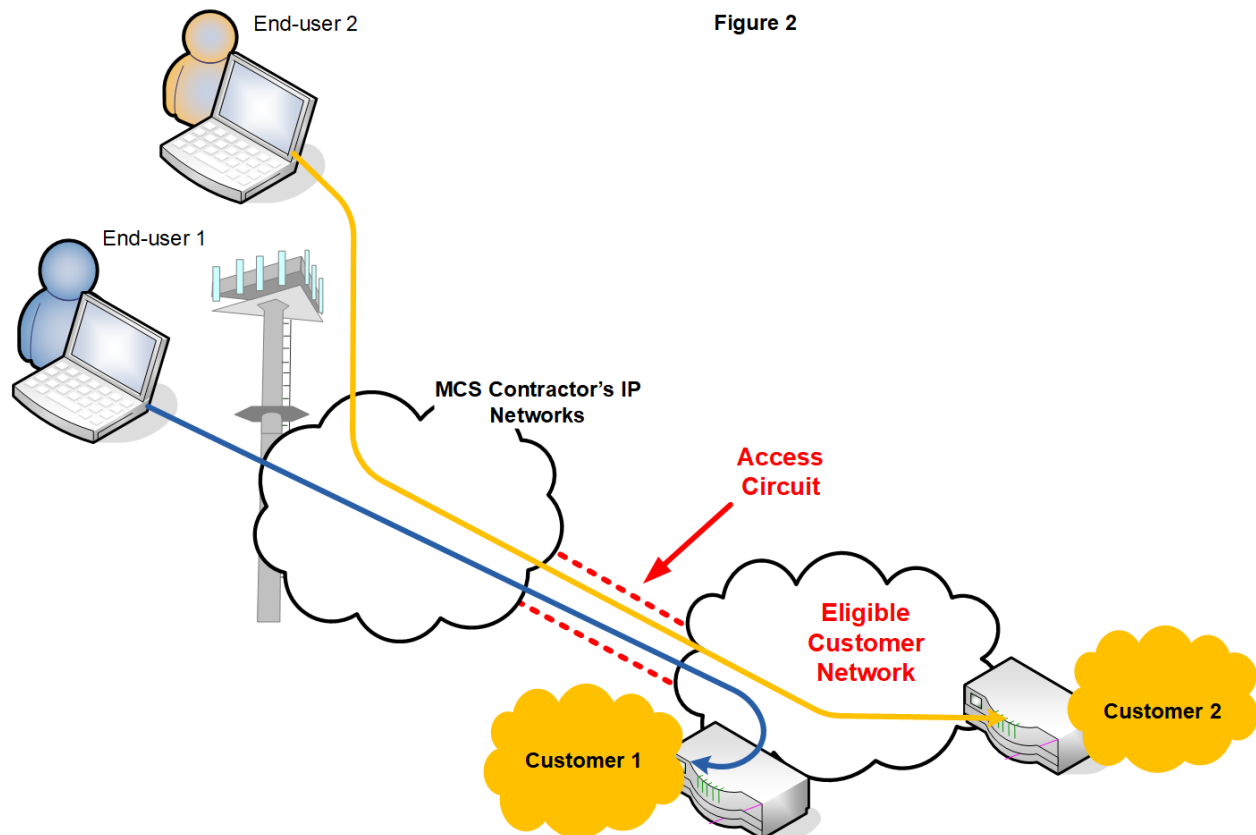
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.



This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**Access Circuit**  
**Figure 2**



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

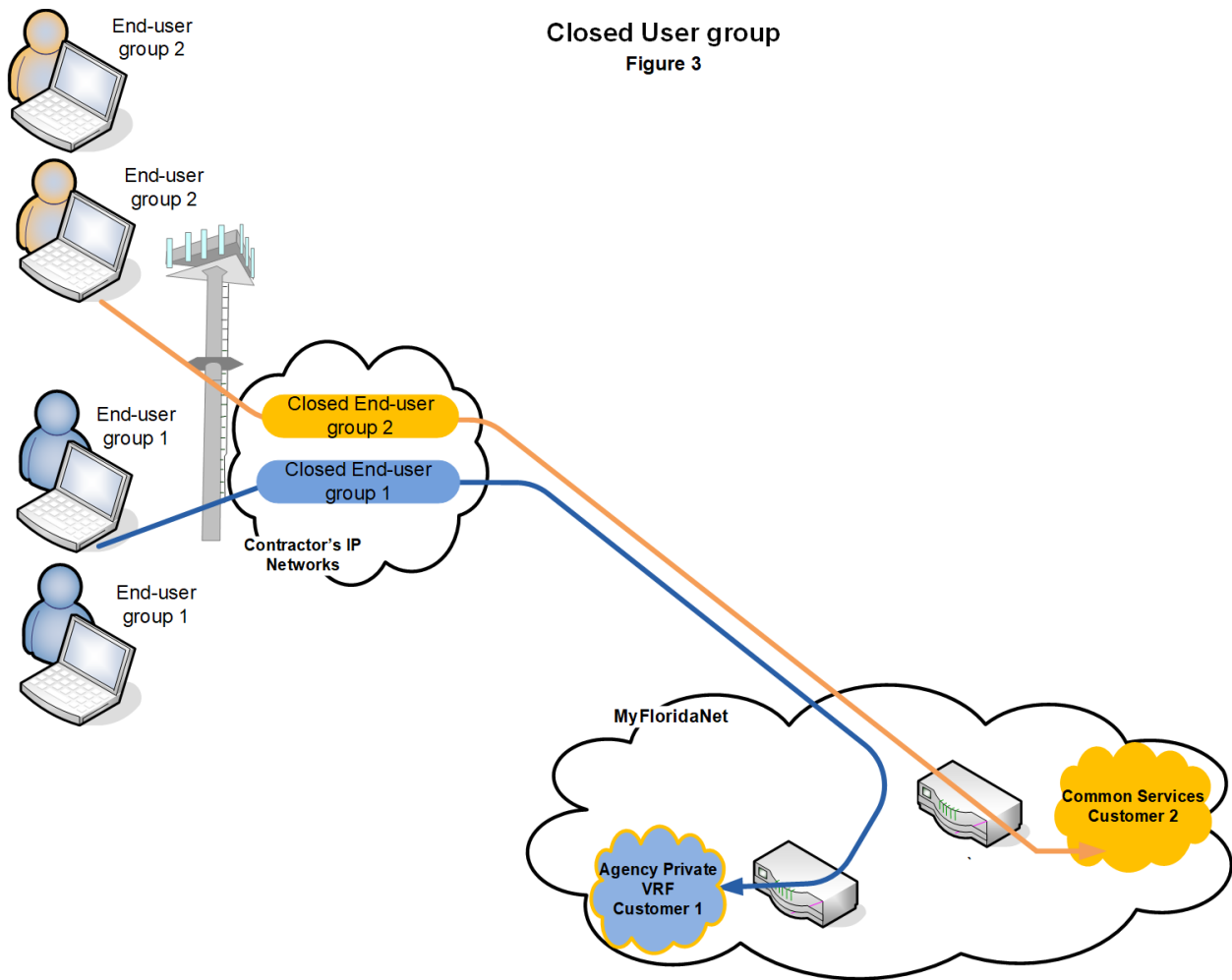
### 3.5 Wireless Data Service - Closed User Groups

This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

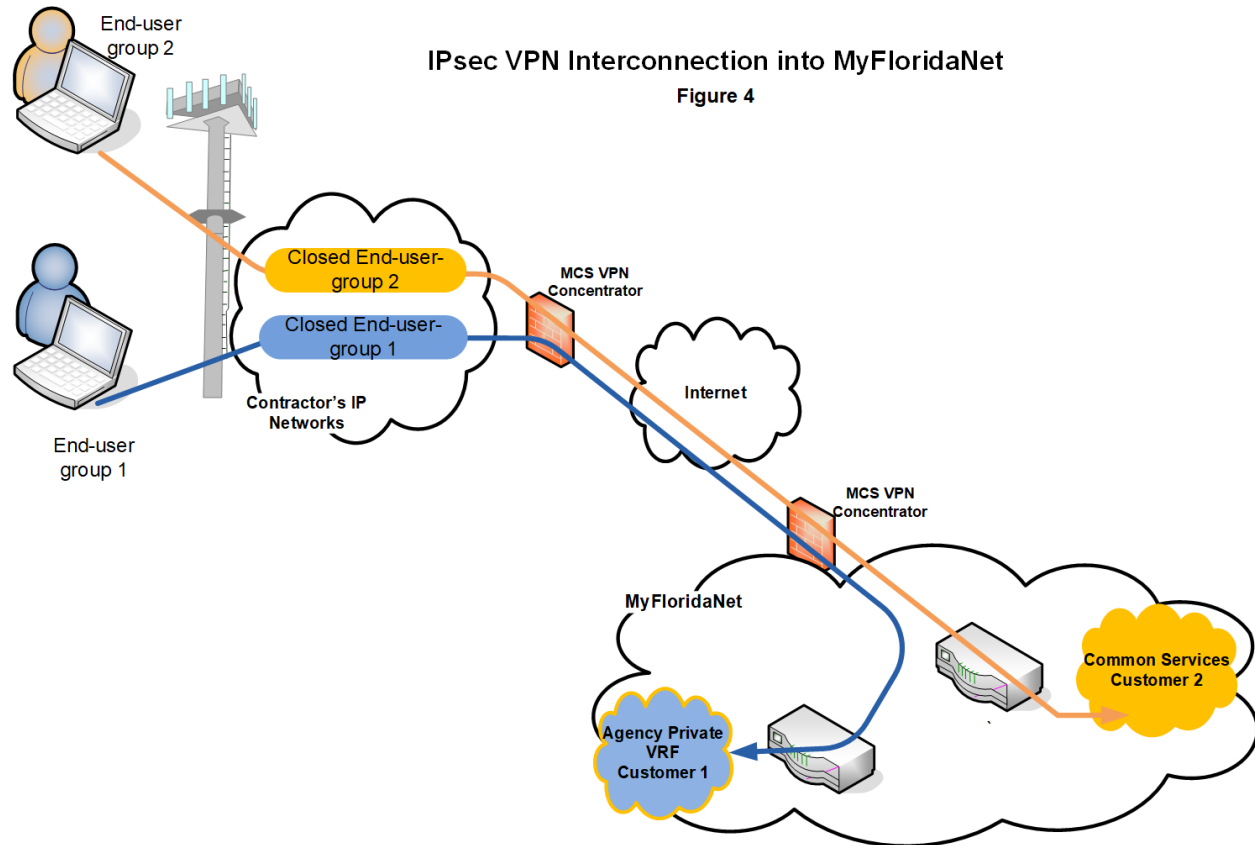
### 3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface

design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start

routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. Performance is measured by the Contractor's suite of Simple Network Management Protocol (SNMP) tools. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the MFN secondary IPsec concentrator. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by

at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

| IPsec Parameters                   |                            |
|------------------------------------|----------------------------|
| IKA (SA)                           | Main Mode                  |
| Encryption Strength                | 3DES                       |
| Authentication                     | Pre-Shared Key             |
| Diffie-Hellmans (D-H) Groups       | 2 or 5 (group-5 preferred) |
| Perfect Forward Secrecy            | Pfs                        |
| Data Integrity Hash Algorithm      | SHA                        |
| IPsec (SA)                         | Quick Mode                 |
| Security Association (SA) Lifetime | 86,400 seconds (maximum)   |
| Authentication Type                | HMAC-SHA                   |
| Security Association (SA) Lifetime | 28,800 seconds (maximum)   |
| Simultaneous Active Tunnels        | 1,000 (minimum)            |

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.

4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.

[Enter the response here as needed to provide a complete response]

### 3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

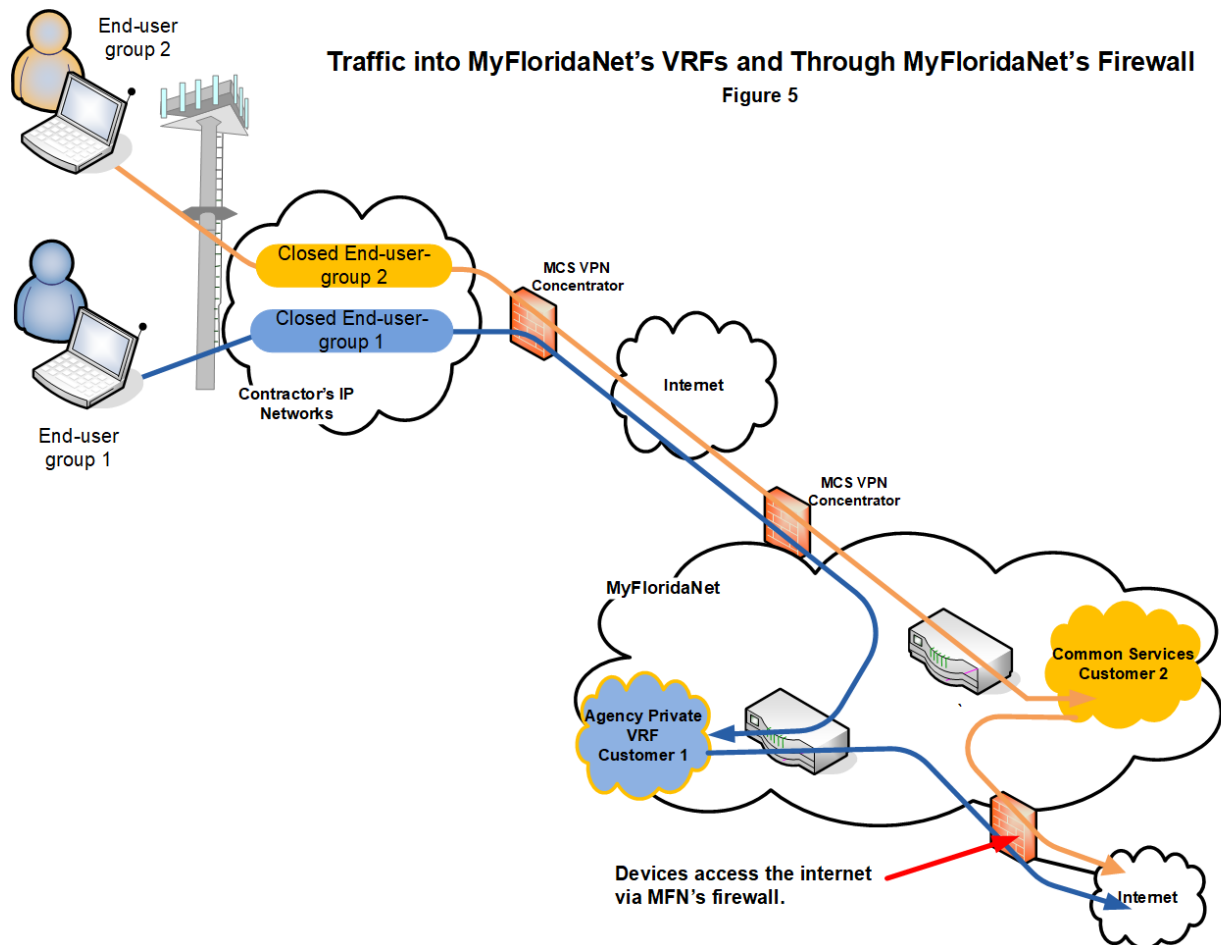
This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.8 Wireless Data Service – Traffic Directly to the Internet

This subsection is applicable to only Wireless Data Services.

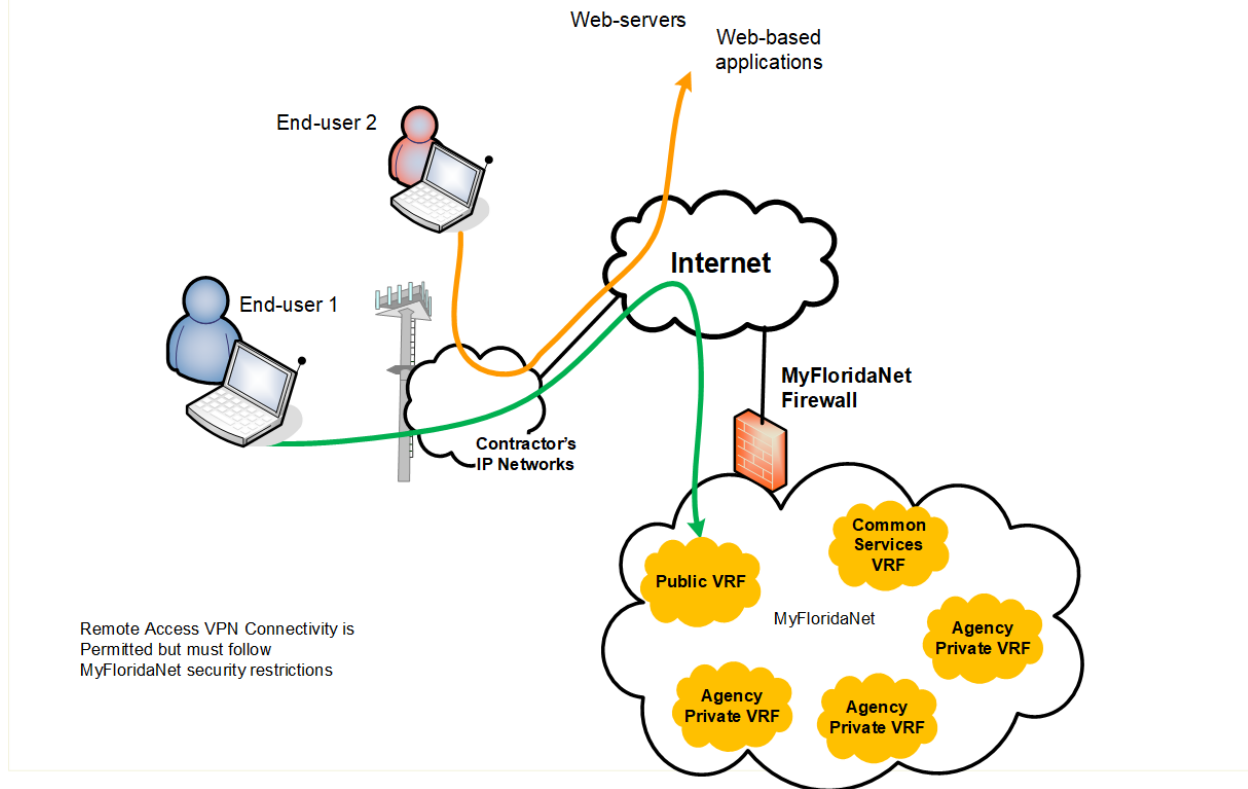
Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.



## Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

### 3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much 4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map

shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

### 3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.12 Security

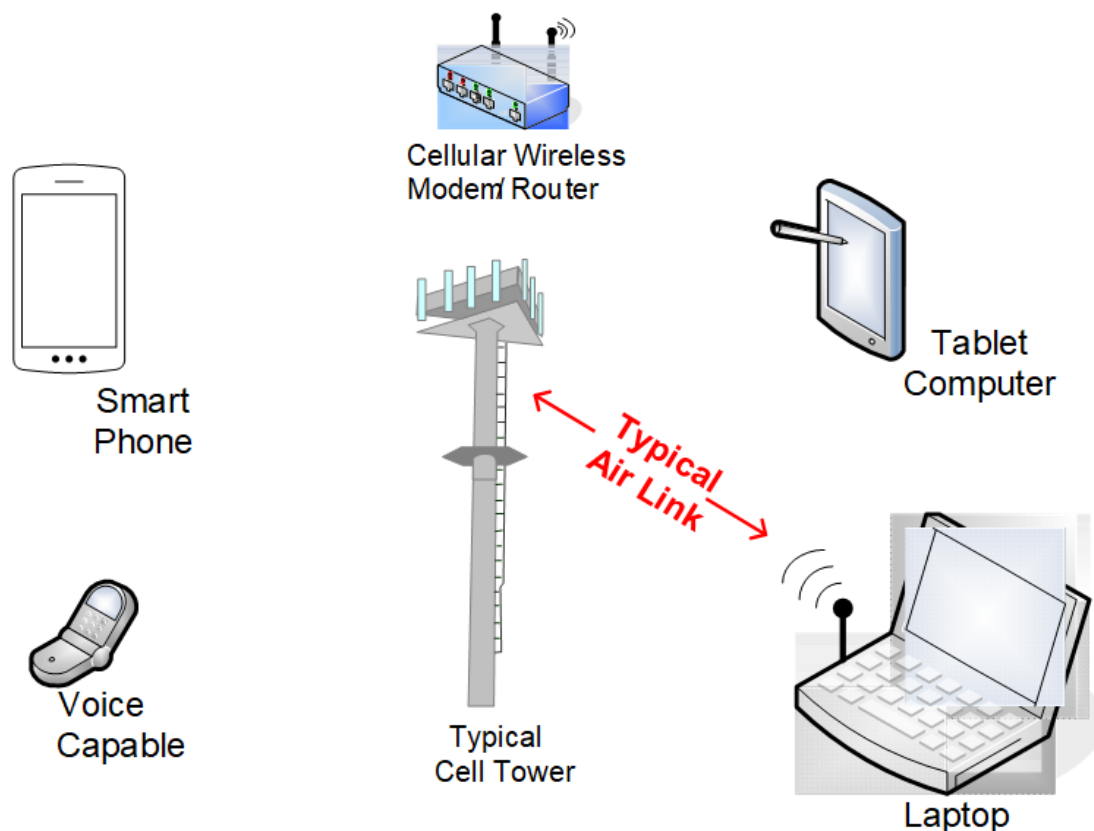
This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

### 3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

#### 3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

#### 3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see <https://www.dhs.gov/oec-communications-portfolio-management>.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

#### 3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

### 3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight:

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
  - a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
  - b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
  - c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
  - d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
  - e. Maintenance Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
  - f. Weekly Transition Status Reports during Transition (Subsection 3.24)
  - g. Project Management Tracking Log, SLA-D9 (Subsection 3.26.2.2)
  - h. Project Status Report, SLA-D10 (Subsection 3.26.2.3)
  - i. Incumbent Contractor Weekly Migration Report, SLA-D14 (Subsection 3.26.5)
  - j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5)



- k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
  - l. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
  - m. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)
2. The Contractor shall provide any of the items below upon request from the Department:
- a. Identification and validation of products/services and rates;
  - b. Compilation of statistics on products/services from a high level to a detailed level;
  - c. Inventory of devices;
  - d. Services and devices trend information;
  - e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
  - f. Ad hoc reports, which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request.

Given the statements in this subsection:

Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

### 3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

#### 3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If the last billing cycle of the service, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

#### 3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.

2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

### 3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
  - a. The Customer provided incorrect information in its order, including an incorrect address.
  - b. The Customer did not attend a confirmed scheduled appointment.
  - c. The Customer was unresponsive to calls or emails.
  - d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

### 3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19.4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

### 3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
  - i. allow DMS to assess performance against measurable service levels;
  - ii. include all SLAs in Attachment C – Service Level Agreements;
  - iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;

- iv. not be locked or password protected;
  - v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
  - vi. be approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Notifications must be provided for planned, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) a planned maintenance which may potentially cause a service outage; 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 3) unplanned maintenance for significant unplanned

maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA-B7, B8, and B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

### 3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;

6. user guides;
7. whitepapers;
8. equipment definitions and specifications;
9. maintenance information;
10. product configuration options;
11. diagrams; and
12. other information approved in writing by the DMS Product Manager.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - As needed to provide a complete response]

### 3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal should be automatic, and account changes made by phone or email should be within one (1) Business Day, with the exception of devices that are out of stock or otherwise unavailable, and excludes account changes involving number portability.
4. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
5. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the

Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.

6. The Contractor may invoice the Customer an expedite charge.
7. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
8. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
9. The Contractor shall not impose any restocking fee under any circumstance.
10. Device provisioning errors must be corrected by the Contractor.
11. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
12. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

### 3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

### 3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).
2. Assist as necessary to migrate existing Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration in one-hundred and twenty (120) calendar days.
  - a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
  - b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
  - c. Migration does not include new Customers or Customers changing their services after migration.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

### 3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.



The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

### 3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

### 3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

### 3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1**. The Project Implementation Phase

starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

#### 3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2**. The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

### 3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

#### 3.26.1 Project Management - Project Charter and Project Management Plan

1. The Contractor shall create a Project Charter (see **Attachment C, SLA-D1**). The Project Charter must formally authorize the existence of a project and provide DMS and the Contractor's Project Manager with the authority to apply organizational resources to project activities. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.
2. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D2**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

The plans listed below are additional components of the Project Management Plan. However, the plans listed below are deliverables separate from the Project Management Plan and subject to final acceptance by DMS.

3. Readiness Plan. (See **Attachment C, SLA-D3.**) The Contractor must deliver a detailed organizational Readiness Plan and associated plans that outline a readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to successfully support project activities.
4. Communications Management Plan. (See **Attachment C, SLA-D4.**) The Contractor must develop a Communications Management Plan that defines all communication touch points between the Project and all impacted stakeholders. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.
5. Risk Management Plan. (See **Attachment C, SLA-D5.**) The Contractor must submit an acceptable Risk Management Plan that defines all potential areas of Customer and Department risk and the related risk strategy.
6. Requirements Management Plan. (See **Attachment C, SLA-D6.**) The Contractor must submit an acceptable Requirements Management Plan. The Contractor is responsible for managing all business requirements, including confirmation, design, development, testing, and validating that they are ultimately met during implementation. The Contractor's Project Manager will work with DMS to develop and administer a plan to effectively manage requirements throughout the Project.
7. Disaster Recovery Plan. (See **Attachment C, SLA-D7.**) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
  1. Plan Objectives.
  2. Assumptions.
  3. Definition of Disaster.
  4. Recovery Teams.
  5. Team Responsibilities.
  6. Internal and External Communications.
  7. Federal, State, Local Roles and Responsibilities.
  8. Services Restoration.
  9. Support Timeline.

### 3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist. Each of the items described in this section is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Management Implementation Phase Schedule. The Contractor shall create a Project Management Implementation Phase Schedule. **Attachment C, SLA-D8.** The document must be baselined, be resource loaded with predecessors, successors, durations, costs, and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI), and updated every two (2) weeks as needed until the completion of the Project Implementation Phase. This must be accompanied with a narrative which includes the current status of the project, actions that have taken place in the last two (2) weeks, any new risks and their associated risk mitigation plans, any new issues, identification of any tasks more than ten percent (10%) behind schedule, and a plan to complete the task(s).

The Contractor shall create and maintain a Microsoft Project 2016 (or higher) schedule to incorporate all project activities to the agreed-upon work breakdown structure level. The schedule must include, at a minimum, task durations, start and finish dates (baseline and actual), predecessors and successors, resources, deliverables, and milestones, and must calculate CPI and SPI earned value metrics. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. Project Management Tracking Logs (Risks, Issues, Action Items, Decisions, and Operational Changes requested). The Contractor shall create Project Management Tracking Logs (tracking logs.) **Attachment C, SLA-D9.** These are updated as necessary, as determined by the Contractor and DMS.

The Contractor must identify, assess, document, and recommend mitigation strategies by updating and submitting to DMS the tracking logs at a minimum of bi-weekly to reduce project risks and issues. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

3. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D10.** The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
  - a. A narrative description of significant project activities that have been conducted or are underway.
  - b. The progress-to-date on project activities.

- c. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
- d. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
- e. Upcoming deadlines.

### 3.26.3 Project Management - Guides

The Contractor shall create the following guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.
2. WDS and WVS User Guides. The Contractor shall provide WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

### 3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D12.**) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

### 3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D13.**) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist.
  - a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
    - i. Schedule of activities, including all Services Infrastructure Checklist Activities.

- ii. Resource allocation.
    - iii. Implementation and migration preparation planning and impact analysis.
    - iv. Network support.
    - v. Operations Centers (operational and security).
    - vi. Day-to-day operational support services.
    - vii. Training – cross reference training section.
  - b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D14.** The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all End-users are identified as either migrated or no longer receiving services from the Contractor. The format, content, and level of detail must be approved by DMS.
  - c. Non-Incumbent Contractors shall provide weekly reporting regarding migration. **Attachment C, SLA-D15.** The reporting, which shall exclude any information regarded as CPNI, should detail the number of End-users identified as purchasing services from the Non-Incumbent Contractor per agency/entity, and the progress of migration. The reporting shall include details on Contractor's communication with Customers regarding notification of this Contract. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Infrastructure Checklist and ending when all End-users identified as purchasing services from the Non-Incumbent Contractor are migrated. The format, content, and level of detail must be approved by DMS.
2. Individual Customer-Specific Migration Plans. The Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D16.** The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as each existing and new Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
- i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
  - ii. Resource allocation.
  - iii. Migration and preparation planning.
    - 1. Impact analysis.

- 2. Stakeholder communications plan.
- iv. Migration management.
- v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - 500 words]

### 3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D17.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.



| Infrastructure Checklist |                                                                                                                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section Reference        | Requirement                                                                                                                                                                               |
| <b>SOW Section 2</b>     |                                                                                                                                                                                           |
| <b>2.1 - 2.6</b>         | All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS. |
| <b>2.7</b>               | The Contractor has demonstrated that its Customer Support Team is staffed and trained.                                                                                                    |
| <b>SOW Section 3</b>     |                                                                                                                                                                                           |
| <b>3.5</b>               | Contractor's closed user group isolation method is developed and approved by DMS.                                                                                                         |
| <b>3.6</b>               | The Network-to-Network Interface is operational.                                                                                                                                          |
| <b>3.7</b>               | Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.                                                              |
| <b>3.8</b>               | MCS traffic is routed directly to the internet.                                                                                                                                           |
| <b>3.9</b>               | A test plan has been finalized, and an interconnection failover for each IPsec tunnel between the primary and secondary VPN concentrators has been successfully tested.                   |
| <b>3.12</b>              | Security and fraud services are ready for production.                                                                                                                                     |
| <b>3.13</b>              | Processes related to test and demonstration accounts for WVS and WDS are final.                                                                                                           |
| <b>3.14</b>              | Emergency services programs are ready for production.                                                                                                                                     |
| <b>3.16</b>              | Design characteristics have been reviewed and are ready for production.                                                                                                                   |
| <b>3.17</b>              | Reports and reporting options are ready for production.                                                                                                                                   |
| <b>3.18</b>              | SLA processes are ready for production.                                                                                                                                                   |
| <b>2.7 and 3.19</b>      | The Customer Support Team is staffed and trained.                                                                                                                                         |

|                      |                                                                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3.20</b>          | The Contractor's portal is operational.                                                                                                                    |
| <b>3.21</b>          | The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.                          |
| <b>3.26.1 (1)</b>    | The Contractor has provided an acceptable Project Charter.                                                                                                 |
| <b>3.26.1 (2)</b>    | The Contractor has provided an acceptable Project Management Plan.                                                                                         |
| <b>3.26.1 (3)</b>    | The Contractor has provided an acceptable Readiness Plan.                                                                                                  |
| <b>3.26.1 (4)</b>    | The Contractor has provided an acceptable Communications Management Plan.                                                                                  |
| <b>3.26.1 (5)</b>    | The Contractor has provided an acceptable Risk Management Plan.                                                                                            |
| <b>3.26.1 (6)</b>    | The Contractor has provided an acceptable Requirements Management Plan.                                                                                    |
| <b>3.26.1 (7)</b>    | The Contractor has provided an acceptable Disaster Recovery Plan.                                                                                          |
| <b>3.26.3 (1)</b>    | The Contractor has provided the WDS and WVS Operations Guides                                                                                              |
| <b>3.26.3(2)</b>     | The Contractor has provided the WDS and WVS User Guides                                                                                                    |
| <b>3.26.5(1)</b>     | The Contractor has provided the Implementation Plan.                                                                                                       |
| <b>SOW Section 4</b> |                                                                                                                                                            |
| <b>4</b>             | Public safety services are ready for production.                                                                                                           |
| <b>SOW Section 5</b> |                                                                                                                                                            |
| <b>5.4</b>           | The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.                                             |
| <b>5.7</b>           | The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.                                                |
| <b>5.9</b>           | The Contractor has demonstrated the ability to maintain a corresponding inventory.                                                                         |
| <b>5.10</b>          | The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.                                                                       |
| <b>5.11</b>          | The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method. |

| SOW Section 6 |                                                                                                                                  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------|
| 6             | The Contractor has demonstrated the MFMP Punchout catalogs are ready, and the Contractor is ready to accept orders through MFMP. |

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection. |
|--------------------------------------------------------------------------------------------------------------------------------------------------|

## 4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor’s BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

### 4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400’ above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area

coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.

5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

## 4.2 Local Control

The Contractor must provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

## 4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor shall provide a public safety portal (dashboard). The information held in this dashboard shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

## 4.4 Public Safety Standards

Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

## 4.5 Demonstration Devices

Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide wireless demonstration equipment (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of sixty (60) Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor. The Contractor will coordinate directly with any other State agencies regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

## 4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities as recognized by the First Responder Network Authority.

## 4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

## 4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

## 5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

### 5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

### 5.2 Communications Service Authorization and Billing Transaction Flowchart

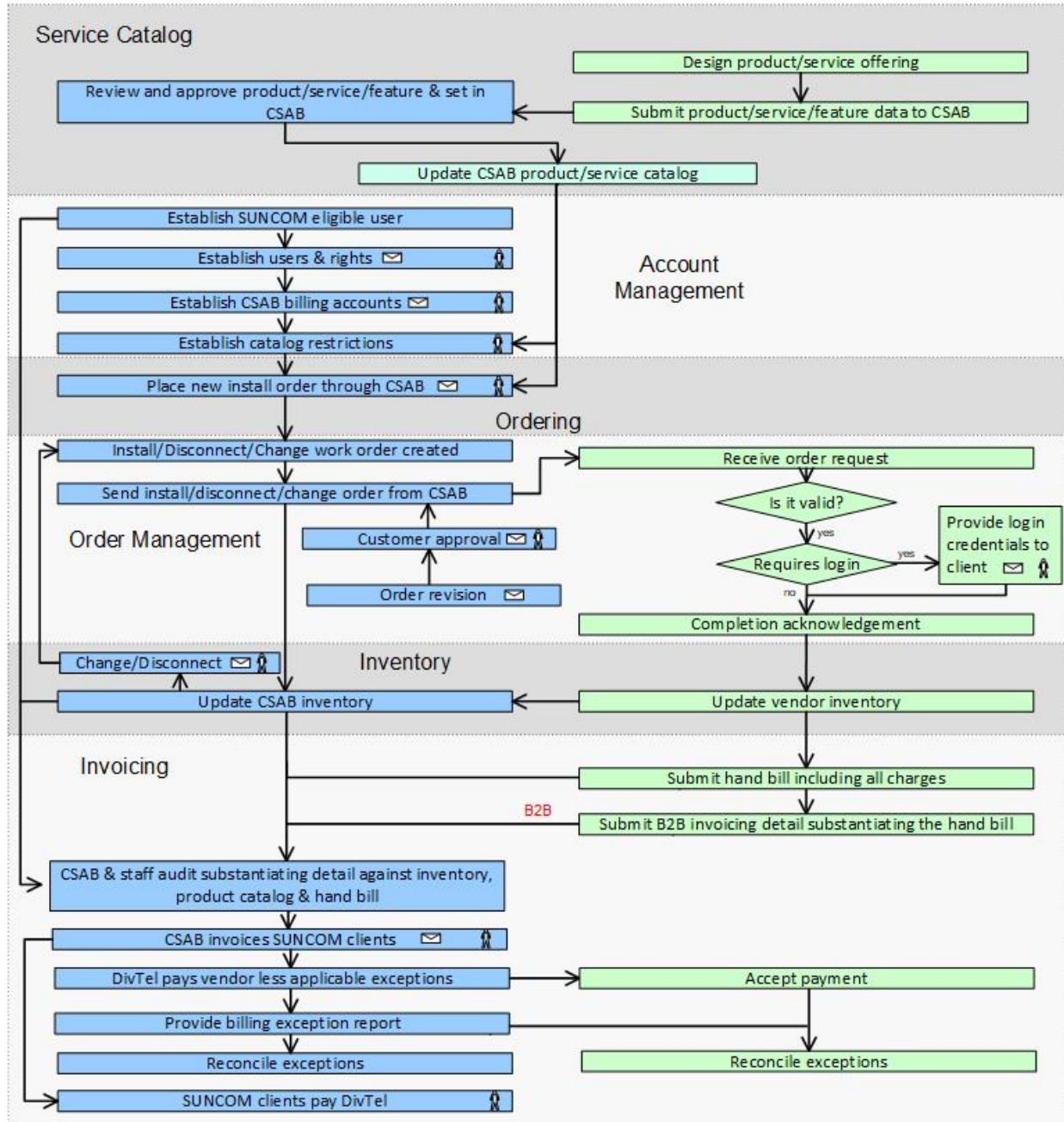
The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# SUNCOM Steady State Business Process

DST

Vendor



**B2B** means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required    SUNCOM Client notified

### 5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

### 5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor shall use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

#### 5.4.1 Batch Routines

The second method the Contractor shall utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

#### 5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.



The Contractor shall only use manual review and data entry as a method of last resort and only with prior written approval by DMS Contract Manager. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

## 5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the billing of MCS services:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

## 5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. Any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

## 5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

## 5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a “shopping cart” when a Customer “checks-out.”
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed. **Attachment C, SLA-G1.**

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

## 5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

## 5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. Both the handbill and electronic files for the CSAB portion must be received no later than the 10<sup>th</sup> calendar day of each month.

## 5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with all unique IDs necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include date/time stamps for each billing event and the dates of the billing cycle (start

and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

## 5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within one (1) billing cycle from receipt of dispute. If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.

## 5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

## 5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

## 5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

## 5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1<sup>st</sup> and run through the end of the month based on the completion date. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

## 6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a Punchout catalog for Customers. The MFMP Punchout catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

### 6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

### 6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1.**

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

### 6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

### 6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2.** This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

## 6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

## 6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**ATTACHMENT B**

**DRAFT CONTRACT**

**FOR**

**MOBILE COMMUNICATION SERVICES**

**CONTRACT NO: DMS-19/20-006**

**BETWEEN**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

**AND**

**<<PARTY NAME>>**



# DRAFT CONTRACT

## Table of Contents:

|                                                                                                  |    |
|--------------------------------------------------------------------------------------------------|----|
| SECTION 1. CONTRACT TERM AND TERMINATION .....                                                   | 3  |
| SECTION 2. CONTRACT DOCUMENTS AND HIERACHY .....                                                 | 4  |
| SECTION 3. PAYMENT AND FEES .....                                                                | 4  |
| SECTION 4. CONTRACT ADMINISTRATION .....                                                         | 6  |
| SECTION 5. CONTRACT MANAGEMENT.....                                                              | 8  |
| SECTION 6. COMPLIANCE WITH LAWS.....                                                             | 9  |
| SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND<br>INDEMNIFICATION.....    | 11 |
| SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND<br>INTELLECTUAL PROPERTY..... | 12 |
| SECTION 9. DATA SECURITY.....                                                                    | 14 |
| SECTION 10. GRATUITIES AND LOBBYING.....                                                         | 17 |
| SECTION 11. CONTRACT MONITORING.....                                                             | 17 |
| SECTION 12. CONTRACT AUDITS .....                                                                | 19 |
| SECTION 13. BACKGROUND SCREENING AND SECURITY.....                                               | 19 |
| SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY.....                                              | 21 |
| SECTION 15. LICENSING .....                                                                      | 22 |
| SECTION 16. PERFORMANCE BOND.....                                                                | 23 |
| SECTION 17. CUSTOMER OF RECORD.....                                                              | 23 |
| SECTION 18. SPECIFIC APPROPRIATION.....                                                          | 24 |
| SECTION 19. MISCELLANEOUS.....                                                                   | 24 |

## Exhibits:

Exhibit A – Definitions and Acronyms

Exhibit B – Final Statement of Work, including:

Exhibit 1 to Exhibit B – Final Service Level Agreements;

Exhibit C – Contractor's Pricing, including:

Exhibit 1 to Exhibit C – Vendor's Services and Discounts Pricing

Exhibit 2 to Exhibit C – Vendor's Device List

Exhibit 3 to Exhibit C – Vendor's Services and Discounts Pricing, Public Safety <if applicable>

Exhibit D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006

Exhibit E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006

Exhibit F – ITN DMS-19/20-006

## CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and <INSERT VENDOR NAME> (Contractor) with offices at <insert address>, each a "Party" and collectively referred to herein as the "Parties."

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

### SECTION 1. CONTRACT TERM AND TERMINATION

#### 1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

#### 1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

#### 1.3 Suspension of Work and Termination

##### 1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer to do so. The Department or the Customer will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation.

##### 1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

##### 1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

#### **1.3.4 Termination Assistance**

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

## **SECTION 2. CONTRACT DOCUMENTS AND HIERACHY**

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work, including:
  - a. Exhibit 1 – Final Service Level Agreements;
4. Attachment C – Contractor's Pricing, including:
  - a. Exhibit 1 – Vendor's Services and Discounts Pricing
  - b. Exhibit 2 – Vendor's Device List
  - c. Exhibit 3 – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
5. Attachment D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006;
6. Attachment E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

## **SECTION 3. PAYMENT AND FEES**

### **3.1 Price Adjustments**

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

### **3.2 Price Decreases**

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

### **3.2.1 Volume Discounts**

Contractor may offer additional discounts for one-time delivery of large single orders.

### **3.2.2 Preferred Pricing**

The pricing included in the Contract is guaranteed, by the Contractor, to be a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

### **3.2.3 Sales Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

## **3.3 Purchase Orders and Communication Service Authorizations**

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time.

## **3.4 Payment Invoicing**

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and invoices must include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

The Contractor shall have a "No Shut Off" policy for all State agency Customer accounts. Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due.

### **3.5 Travel**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

### **3.6 Annual Appropriation**

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### **3.7 MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

### **3.8 Taxes**

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

### **3.9 Return of Funds**

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT ADMINISTRATION**

### **4.1 Department's Contract Administrator**

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Jane Doe  
<Insert division>  
<Insert agency>  
<Insert physical address>  
Telephone: (XXX) XXX-XXXX  
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

#### **4.2 Department's Contract Manager**

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe  
<Insert division>  
<Insert agency>  
<Insert physical address>  
Telephone: (XXX) XXX-XXXX  
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

#### **4.3 Department's Product Manager**

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe  
<Insert division>  
<Insert agency>  
<Insert physical address>  
Telephone: (XXX) XXX-XXXX  
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

#### **4.4 Contractor's Contract Manager**

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Jane Doe  
<Insert Contractor name>  
<Insert Contractor's physical address>

Telephone: (XXX) XXX-XXXX  
Email: jane.doe@xxxxx.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

#### **4.5 Contractor's Account Manager**

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Jane Doe  
<Insert Contractor name>  
<Insert Contractor physical address>  
Telephone: (XXX) XXX-XXXX  
Email: jane.doe@xxxxxx.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

### **SECTION 5. CONTRACT MANAGEMENT**

#### **5.1 Notices**

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

#### **5.2 Change Request**

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a change request. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Vendor's Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EURLs) and Vendor's Device List, and may not require an amendment or change request.

#### **5.3 Diversity Reporting**

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the

name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

#### **5.4 Designated Centralized Nonprofit Agency**

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 centralized nonprofit agency and the commodities or contractual services it offers is available at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/\(contractType\)/4577](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577).

#### **5.5 PRIDE**

Subject to the agency determination provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

### **SECTION 6. COMPLIANCE WITH LAWS**

#### **6.1 Conduct of Business**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication



1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA) (including executing any Business Associate Agreements as requested by Customers), and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

## **6.2 Dispute Resolution, Governing Law, and Venue**

Any dispute concerning performance of the Contract shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

## **6.3 Department of State, Registration**

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

## **6.4 Suspended, Convicted, and Discriminatory Vendor Lists**

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

## **6.5 Scrutinized Companies—Termination by the Department**

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision in *Odbrecht Constr. v. Sec'y, Fla. DOT*, 715 F.3d 1268 (11<sup>th</sup> Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odbrecht Constr. v. Sec'y, Fla. DOT*, 715 F.3d 1268 (11<sup>th</sup> Cir. Fla. 2013) is overturned.

## **6.6 Cooperation with Inspector General**

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## **6.7 E-Verify**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

# **SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

## **7.1 Workers' Compensation Insurance**

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction, where applicable. The Contractor must require all subcontractors to similarly provide Workers' Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

## **7.2 General Liability Insurance**

The Contractor shall maintain insurance sufficient to adequately protect the Department and Customers from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

The Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal. In the event of cancellation or nonrenewal, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled or nonrenewed policy.

## **7.3 Indemnification**

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

## **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY**

### **8.1 Public Records**

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

## **8.2 Protection of Trade Secrets or Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

## **8.3 Document Management and Record Retention**

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were

made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

#### **8.4 Intellectual Property**

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with the Contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

### **SECTION 9. DATA SECURITY REQUIREMENTS**

#### **9.1 Duty to Secure State Data**

The Contractor will maintain the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and ensuring such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States. The Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States.

The Contractor shall comply with section 501.171, F.S. Additionally, the Contractor shall reimburse the Department for any costs incurred providing the notifications required by subsections 501.171(3) and (4), F.S., if the Contractor is responsible for a breach. For purposes of this paragraph, "breach," is as defined in section 501.171(1)(a), F.S.

## **9.2 State Data Access**

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. The Contractor shall retain the policy and information required in this subsection in accordance with Section 8.3, Document Management and Record Retention. The documents are subject to disclosure within thirty-six hours upon written or oral demand by the Department or its designated agents or auditors and are subject to audit and screening.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and disclose the written policy and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of \$10,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

## **9.3 Violations of Data Security Requirements**

A "Security Breach" in this Section 9 means an unauthorized Access of State Data. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages

it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

#### **9.4 Notification Requirements**

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation or suspicion of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable, but in all instances no later than one (1) calendar day of knowledge of the Security Breach or credible allegation or suspicion of such.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation or suspicion of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than thirty-six hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

#### **9.5 Other Indemnifications and Credit Monitoring**

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected by a Security Breach of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

## **SECTION 10. GRATUITIES AND LOBBYING**

### **10.1 Gratuities**

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying**

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

## **SECTION 11. CONTRACT MONITORING**

### **11.1 Performance Standards**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

### **11.2 Performance Deficiencies and Service Level Agreements**

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.



If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

### **11.3 Timely Performance**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay**

The Contractor will 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 suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or 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 will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or 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 will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS**

### **12.1 Performance or Compliance Audits**

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

### **12.2 Payment Audit**

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY**

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

### **13.1 Background Screening**

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services

under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

### **13.2 Disqualifying Offenses**

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations

made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

#### **13.2.1 Refresh Screening**

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

#### **13.2.2 Self-Disclosure**

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

#### **13.3 Department's Ability to Audit Screening Compliance and Inspect Locations**

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

### **SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY**

#### **14.1 Public Statements**

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable best efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To promote the utilization of this Contract to Other Eligible Users in favor of any other cooperative purchasing contract for similar services.

#### **14.2 Confidential Information**

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 15. LICENSING**

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer. All third-party license costs for Contractor-provided hardware and software shall be the responsibility of the Contractor. The Contract will take precedence over any and all End User License Agreement conflicting terms. Any provisions in an End User License Agreement that require the Department to indemnify the Contractor are inapplicable.

Additional terms affixed to products or services prior to delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, service agreements, end user agreements, "clickwrap" agreements, "shrink wrap", "browserwrap", or terms accompanying or affixed to a product or service, whether written or electronic) incorporated onto the Contractor's or subcontractor's order or fiscal forms or other documents forwarded by the Contractor for payment will not be binding on the Department or Customer unless negotiated and agreed to in writing as specified in this section. A Customer may agree to additional terms and conditions specific to the Customer's order that are jointly negotiated and explicitly agreed upon by the Customer. A Customer's acceptance of a product or service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute an acceptance of the Contractor's or subcontractor's proposed modification to terms and conditions or an agreement to modify or

add additional terms to this Contract. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

## **SECTION 16. PERFORMANCE BOND**

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of \$500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

## **SECTION 17. CUSTOMER OF RECORD**

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

## **SECTION 18. SPECIFIC APPROPRIATION**

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)  
2909 SPECIAL CATEGORIES  
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING  
CAPITAL TRUST FUND

## **SECTION 19. MISCELLANEOUS**

### **19.1 Warranty of Contractor's Ability to Perform**

The Contractor 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 the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that could impact the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

### **19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors**

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

### **19.3 Assignment**

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign the same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

### **19.4 Independent Contractor**

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

#### **19.5 Risk of Loss**

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within ten (10) days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### **19.6 Safety Standards**

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### **19.7 Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### **19.8 Time is of the Essence**

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### **19.9 Waiver**

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### **19.10 Modification and Severability**

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.



### Attachment C Service Level Agreements (SLAs)

| Service Category    | SLA Number | Deliverable Title                   | Performance Metric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Financial Consequence<br><br>All calendar days, unless otherwise stated                                         | Additional SLA Clock Information                                                                                                                                                                                                                                                                                            |
|---------------------|------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Staffing | SLA-A1     | Staffing Positions                  | <p>a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1</p> <p>b) Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement, in accordance with SOW subsection 2.1</p> <p>c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1</p> | <p>a) \$250 per day, per vacancy</p> <p>b) \$250 per day, per vacancy</p> <p>c) \$250 per day, per incident</p> | <p>a) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review.</p> <p>b) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review.</p> <p>c) N/A</p> |
|                     | SLA-A2     | Final Staffing Organizational Chart | The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1                                                                                                                                                                                                                                                                                                                                                        | \$1,000 per day                                                                                                 |                                                                                                                                                                                                                                                                                                                             |

|                                                        |        |                                                                          |                                                                                                           |                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------|--------|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services and Devices for Mobile Communication Services | SLA-B1 | Network-to-Network Interconnection Failover                              | Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6              | <p>\$5,000 per connectivity issue incidence</p> <p>\$5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds</p> | <p>The SLA is measured by the Contractor's equipment or system logs.</p> <p>The SLA clock starts when the logs indicate the loss of interconnectivity.</p> <p>The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.</p> |
|                                                        | SLA-B2 | Network-to-Network Interconnection Performance Upgrade with MyFloridaNet | Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6 | \$3,000 per day                                                                                                                                                      | <p>The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools.</p> <p>The SLA clock is on hold during DMS verification of the upgrade.</p> <p>The SLA clock stops when the required capacity upgrade has been accepted by DMS.</p>                                             |

|  |        |                                              |                                                                                                                                                                                                |                                                  |                                                                                                                                                                                        |
|--|--------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-B3 | SLA Compliance Report                        | The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5                                                    | \$1,000 per day                                  |                                                                                                                                                                                        |
|  | SLA-B4 | Escalation Activity Report                   | The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1                                                    | \$1,000 per day                                  |                                                                                                                                                                                        |
|  | SLA-B5 | Zero Usage Report                            | The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2    | \$1,000 per day                                  |                                                                                                                                                                                        |
|  | SLA-B6 | Escalation Procedure Development and Updates | Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4.<br><br>Updated within three (3) Business Days of email notification from DMS. | \$1,000 per day until developed or until updated |                                                                                                                                                                                        |
|  | SLA-B7 | Notification, Planned Maintenance            | Notification received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4                                                           | \$2,500 per failure to notify                    | The SLA is measured by the Contractor's logs and emails.<br><br>The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided. |

|  |        |                                     |                                                                                                                                               |                                      |                                                                                                                                                                                               |
|--|--------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SLA-B8 | Notification, Emergency Maintenance | Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4 | \$2,500 per failure to timely notify | <p>The SLA is measured by the Contractor's logs and emails.</p> <p>The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.</p> |
|  | SLA-B9 | Notification, Unplanned Maintenance | Notification received within two (2) hours of the unplanned maintenance, in accordance with SOW subsection 3.19.4 and section 4               | \$2,500 per failure to timely notify | <p>The SLA is measured by the Contractor's logs and emails.</p> <p>The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.</p>          |

|                              |         |                                                        |                                                                                                                                                                                               |                                                                     |                                                                                                                                                                                                                                                                                                                              |
|------------------------------|---------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | SLA-B10 | Migration of Existing Customers                        | Customer migration will be completed within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, in accordance with SOW subsection 3.23                  | \$3.00 per day, and per wireless data/voice device, until completed | <p>The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor.</p> <p>The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.</p> |
| Contractor Meetings with DMS | SLA-C1  | Project Management Monthly Review Meeting              | A Project Management Monthly Review Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter and monthly thereafter, in accordance with SOW subsection 3.25.3. | \$250 per day                                                       | The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.                                                                                                                                                                                                                                     |
|                              | SLA-C2  | Project Implementation Phase - Project Kickoff Meeting | A Project Kickoff Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter, in accordance with SOW subsection 3.25.4.                                          | \$250 per day                                                       | The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.                                                                                                                                                                                                                                     |
| Project Management           | SLA-D1  | Project Charter                                        | A Project Charter is due within four (4) weeks of Contract execution, in accordance with SOW subsection 3.26.1.1                                                                              | \$1,000 per day                                                     |                                                                                                                                                                                                                                                                                                                              |

|  |        |                                                  |                                                                                                                                                                                          |                 |  |
|--|--------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
|  | SLA-D2 | Project Management Plan                          | A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2                                                                  | \$1,000 per day |  |
|  | SLA-D3 | Readiness Plan                                   | A Readiness Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.3                                                                           | \$1000 per day  |  |
|  | SLA-D4 | Communications Management Plan                   | A Communications Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.4                                                                      | \$1000 per day  |  |
|  | SLA-D5 | Risk Management Plan                             | A Risk Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.5                                                                     | \$1000 per day  |  |
|  | SLA-D6 | Requirements Management Plan                     | A Requirements Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.6                                                             | \$1000 per day  |  |
|  | SLA-D7 | Disaster Recovery Plan                           | A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7                                                                | \$1,000 per day |  |
|  | SLA-D8 | Project Management Implementation Phase Schedule | After acceptance of the Project Charter, a Project Management Implementation Phase Schedule is due every two (2) weeks by noon ET on Fridays, in accordance with SOW subsection 3.26.2.1 | \$250 per day   |  |
|  |        |                                                  |                                                                                                                                                                                          |                 |  |

|  |         |                                              |                                                                                                                                                                                                   |                 |  |
|--|---------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
|  | SLA-D9  | Project Management Tracking Logs             | Project Management Tracking Logs must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.2          | \$250 per day   |  |
|  | SLA-D10 | Project Status Reports                       | Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3                    | \$250 per day   |  |
|  | SLA-D11 | Guides                                       | Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3 | \$250 per day   |  |
|  | SLA-D12 | Project Closure Documentation                | Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4                                  | \$250 per day   |  |
|  | SLA-D13 | Implementation Plan                          | A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1                                                             | \$1,000 per day |  |
|  | SLA-D14 | Incumbent Contractor Weekly Migration Report | An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b                                                              | \$1,000 per day |  |

|                     |         |                                                  |                                                                                                                                                                                                                                 |                  |                                                                                                                                         |
|---------------------|---------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
|                     | SLA-D15 | Non-incumbent Contractor Weekly Migration Report | A Non-Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.c                                                                                         | \$1,000 per day  |                                                                                                                                         |
|                     | SLA-D16 | Individual Customer Specific Migration Plans     | Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2                                                      | \$500 per day    |                                                                                                                                         |
|                     | SLA-D17 | Services Infrastructure Checklist                | The Services Infrastructure Checklist must have all items completed and be accepted by the Department within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27 | \$10,000 per day |                                                                                                                                         |
| Public Safety       | SLA-E1  | Public Safety Service Plans and Devices Report   | The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7                                                   | \$1,000 per day  |                                                                                                                                         |
| Business Operations | SLA-F1  | Invoicing                                        | Complete and accurate invoices must be submitted no later than the 10th day of the month for services in arrears, in accordance with SOW subsection 5.10                                                                        | \$1,000 per day  | The SLA clock stops when the timestamp for when the complete and accurate electronic billing file is submitted to the Department.       |
|                     | SLA-F2  | Application of Billing Credits                   | Apply each credit in the first available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10                                                                                             | \$1,000 per day  | The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department. |



|                             |        |                                         |                                                                                                                                                                                                                    |                 |                                                                           |
|-----------------------------|--------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------|
| Direct Ordering and Billing | SLA-G1 | Cost Recovery Payment to DMS            | An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2 | \$1,000 per day | The SLA clock stops the date the check is deposited into the DMS account. |
|                             | SLA-G2 | Direct-Billed Accounts Monthly Report   | A Direct-Billed Accounts Monthly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4                                                  | \$1,000 per day |                                                                           |
|                             | SLA-G3 | Direct-Billed Accounts Quarterly Report | A Direct-Billed Accounts Quarterly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5                                                | \$1,000 per day |                                                                           |



# Mobile Communications Services

## Business Case

## Table of Contents

|       |                                                                        |    |
|-------|------------------------------------------------------------------------|----|
| 1     | Executive Summary.....                                                 | 5  |
| 1.1   | Purpose.....                                                           | 5  |
| 1.2   | Detailed Description of Services.....                                  | 5  |
| 1.3   | Current Service Performance.....                                       | 6  |
| 1.4   | Goals for Proposed Outsourcing.....                                    | 6  |
| 1.5   | Outsourcing Authority.....                                             | 6  |
| 1.6   | Descriptions of Available Options.....                                 | 7  |
| 1.7   | Recommendation Methodology.....                                        | 7  |
| 2     | Background.....                                                        | 8  |
| 3     | Revenue, Technology, and Business Model Analysis & Recommendation..... | 9  |
| 3.1   | Description of Current Contract Revenue.....                           | 9  |
| 3.2   | Mobile Communications Service Technology - Networks.....               | 13 |
| 3.3   | Mobile Communications Service Technology - Equipment.....              | 14 |
| 3.4   | Mobile Network Operator versus Mobile Virtual Network Operator.....    | 14 |
| 3.5   | Leverage Existing State Infrastructure.....                            | 15 |
| 3.6   | Interoperability.....                                                  | 15 |
| 3.7   | Security.....                                                          | 15 |
| 3.8   | Operational Support.....                                               | 16 |
| 3.9   | Public Safety.....                                                     | 17 |
| 3.10  | Compliance.....                                                        | 17 |
| 3.11  | Recommended Communication Services Technology.....                     | 17 |
| 4     | Market Conditions and Trends.....                                      | 18 |
| 4.1   | Introduction.....                                                      | 18 |
| 4.2   | Market Conditions and Trends - Networks.....                           | 18 |
| 4.3   | Market Conditions and Trends - Equipment.....                          | 19 |
| 4.4   | Market Conditions Recommendations.....                                 | 19 |
| 5     | Options & Cost Benefit Analysis.....                                   | 19 |
| 5.1   | Business Models for Mobile Communication Services.....                 | 20 |
| 5.1.1 | Insourcing Mobile Network Operator.....                                | 20 |

|       |                                                                                      |    |
|-------|--------------------------------------------------------------------------------------|----|
| 5.1.2 | Insourcing Mobile Network Operator as MVNO.....                                      | 21 |
| 5.1.3 | Combination Insourcing/Outsourcing .....                                             | 22 |
| 5.2   | Evaluation of the Options for Mobile Telecommunication Services.....                 | 22 |
| 5.2.1 | Descriptions of Available Options for Insource and Outsource.....                    | 22 |
| 5.2.2 | Description of Options for a Mobile Network Operator.....                            | 23 |
| 5.2.3 | Description of Options for Forms of Procurement.....                                 | 23 |
| 5.2.4 | Assumptions for Options.....                                                         | 24 |
| 5.3   | Analysis of Advantages and Disadvantages.....                                        | 24 |
| 5.3.1 | Option 1 - Insourcing (MNO, MVNO).....                                               | 24 |
| 5.3.2 | Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO..... | 24 |
| 5.3.3 | Option 3 – Branded Reseller-MVNO.....                                                | 25 |
| 5.4   | Potential Performance Improvements/Service Features.....                             | 25 |
| 5.5   | Cost Benefit Analysis for Each Option.....                                           | 26 |
| 5.5.1 | Financial Model Base Case .....                                                      | 27 |
| 5.5.2 | Option 1 – Insource .....                                                            | 27 |
| 5.5.3 | Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO).....                  | 27 |
| 5.5.4 | Option 3 – Insource/Outsource (Distribution Channel Only).....                       | 31 |
| 5.5.5 | Implementation Timeline for Option 2 & 3 .....                                       | 34 |
| 6     | Recommended Option & Detailed Discussion .....                                       | 35 |
| 6.1   | Summary of the Three Options Considered in This Business Case .....                  | 36 |
| 6.2   | Option 1 – Insource .....                                                            | 36 |
| 6.3   | Option 2 – Combination Insourcing and Outsourcing (Current MCS Model) .....          | 36 |
| 6.4   | Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only).....   | 37 |
| 6.5   | Recommendation .....                                                                 | 37 |
| 7     | Business Case Recommendations Summary.....                                           | 37 |
| 8     | State Business Process & Policies.....                                               | 38 |
| 9     | Performance Metrics Review .....                                                     | 38 |
| 10    | Projected Timeframe .....                                                            | 39 |
| 11    | Public Records Compliance .....                                                      | 40 |
| 12    | Contingency Plan.....                                                                | 40 |
| 13    | Transition Plan .....                                                                | 41 |

|    |                                                         |    |
|----|---------------------------------------------------------|----|
| 14 | American With Disabilities Act Of 1990, As Amended..... | 41 |
| 15 | Contract Provisions.....                                | 42 |

# 1 Executive Summary

## 1.1 Purpose

The Department of Management Services (Department) has gathered information needed for the Department and key stakeholders to make an informed decision related to the Department's options for the procurement of the next generation of mobile communication services (MCS). The goal of the information gathering was to develop a business case providing a recommendation for the best and most appropriate business model and procurement options that provide long-term value to the state.

Inspired Technologies, Inc. was contracted to assist the Department's development of this business case in accordance with Section 287.0571, Florida Statutes (F.S.). The statute requires a business case to evaluate feasibility, cost-effectiveness, and efficiency before the state agency proceeds with any outsourcing of services.

This business case focuses specifically on three key elements of MCS: (1) current technology options for mobile communication services in parallel with the State needs; (2) data analysis on industry business models which are optimal for next generation MCS; and (3) best practice recommendations for implementation of such technology and the appropriate business model. The current MCS contracts are with multiple service providers to provide wireless voice and data services and equipment, including data cards, tablets, telemetry devices, feature phones, smartphones, and Push to Talk (PTT) phones.

In summary, this document provides substantive information that can be utilized to make informed decisions about the future business model and procurement options of MCS.

## 1.2 Detailed Description of Services

*Section 287.0571 (4)(a), F.S. - A detailed description of the service or activity for which the outsourcing is proposed.*

The objective of MCS is to provide SUNCOM customers the ability to purchase wireless voice and data services and equipment, including options for Public Safety Customers. SUNCOM customers are a combination of State of Florida agencies, and Other Eligible Users (OEU), as defined in Chapter 282, F.S. SUNCOM customers are currently able to purchase from multiple service pricing plans which include voice per minute rates for in-state and out-of-state calls, fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile-to-mobile rate plans. SUNCOM customers are able to purchase equipment which includes select free standard cell phones, data-cards, hotspot devices, and PTT phones with associated monthly service plans. Additionally, there are options for discounted phones, smartphones, and data-only devices when required. SUNCOM customers are able to purchase accessories including hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

### 1.3 Current Service Performance

*Section 287.0571 (4)(b), F.S. A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.*

In January 2012, the Department entered into contracts, through a competitive procurement, with AT&T Mobility, Sprint, and Verizon Wireless to establish MCS. The total spending under these contracts is approximately \$82 million annually. Verizon Wireless accounts for \$70 million, AT&T Mobility accounts for approximately \$7 million, and Sprint accounts for approximately \$5 million.

Having contracts with three services providers enables a SUNCOM customer to choose the service provider which offers the customer the best options. Wireless service geographic coverage varies by service provider, for example, and letting the customer decide which coverage is most beneficial is a great advantage of the multi-contract procurement model. Also, the service providers are incentivized to continue improving their service offerings and adjust pricing to attract and keep customers.

### 1.4 Goals for Proposed Outsourcing

*Section 287.0571 (4)(c), F.S. The goals desired to be achieved through the proposed outsourcing and the rationale for such goals.*

The Department's goals to be achieved in future contracts are:

- Determine the best long-term value to the State;
- Maintain cost structures with improved service integration;
- Ensure adaptability for future technology, customer needs, and evolving industry standards; and
- Provide the highest levels of customer service.

The current MCS portfolio is utilized throughout the state. As a result, agencies have built processes and dependencies that rely on the portfolio offering that is in service today. Agencies use of these services vary widely depending on the specific mobile communications needs of each specific agency. This requires the MCS vendors to offer a broad array of products and services.

### 1.5 Outsourcing Authority

*Section 287.0571 (4)(d), F.S.- A citation to the existing or proposed legal authority for outsourcing the service or activity.*

Pursuant to Section 282.703, F.S., the Department is to design, engineer, implement, manage, and operate through state ownership, commercial leasing, contracted services, or some combination thereof, the facilities, equipment, and contracts providing SUNCOM Network services, and is to develop a system of equitable billings and charges for telecommunications services. The Department's Division of State Technology (DST) is tasked with this mission of providing superior telecommunications services more cost effectively to state and local governments, educational institutions, libraries, and non-profit organizations by achieving economies of scale with enterprise planning and procurement.

## 1.6 Descriptions of Available Options

*Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.*

This business case examines options specifically for the scope of continued support, features, and offerings following the expiration of the current MCS contracts in January 2022. The options evaluated are insourcing, performing an outsourced competitive solicitation, and combinations of both outsource and insource. The options are:

*Insource* - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

*Outsource* - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third-party experience and efficiency.

*Combinations of Insource and Outsource* - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

This business case examines a competitive procurement option, an Invitation to Negotiate. In Florida, competitive procurement is governed by Section 287.057, F.S., and Rule 60A-1, Florida Administrative Code. The three types of competitive procurement are:

Invitation to Bid (ITB) – Used when a state agency provides all technical specifications and awards on lowest price.

Request for Proposal (RFP) – Used when a state agency has determined it is not practicable to use an ITB. The state agency provides all technical specifications, and responses are evaluated on the vendor's proposed services and price.

Invitation to Negotiate (ITN) – Used when a state agency determines that negotiations with one or more vendors may be necessary to enable the state agency to receive the best value. The best value is based on factors such as price, quality, design and workmanship. This option works best when highly technical or complex services are being acquired. The price structure for services is often negotiated. The current MCS contracts were solicited as an ITN.

## 1.7 Recommendation Methodology

The Department has multiple contracts for MCS that are nearing expiration. This business case examines options and business models for the evolution of MCS, and the advantages and risks of each. The business case takes into consideration the statutory requirements and evaluates whether to insource these services, outsource these services, or to provide these services using a combination of existing Department resources and outsourcing.



Throughout the document, there are numerous recommendations and discussion points for consideration. The business case recommendations can be found in Section 7 Business Case Recommendations Summary.

## **2 Background**

### **Mobile Communication Services Contracts and Portfolio of Products & Services (Prior to 2011):**

Multiple contracts were made available to SUNCOM customers, separately offering wireless data and voice services:

1. Department of Management Services, State Purchasing, State Term Contract
  - Wireless Voice Services Contract with Verizon Wireless for cell phones voice only services.
2. Western State Contracting Alliance, Alternate Source Contract
  - Wireless Voice Services—Contract with AT&T and Sprint/Nextel for cell phones voice only services.
3. Department of Management Services, Division of State Technology, Enterprise Contract
  - Wireless Data Services— Contracts with AT&T Mobility, Sprint and Verizon Wireless for wireless data services (air cards)

### **Mobile Communication Services Contracts and Portfolio of Products & Services (2012 - Present):**

Multiple contracts are made available through the Department's SUNCOM offerings. The current MCS service providers are AT&T, Sprint, and Verizon. Each of these contracts provide for the purchase of wireless voice and data equipment, services, and accessories. Public safety options, discussed further in Section 3.9 below, are available to DMS Customers. MCS services are interoperable with other SUNCOM services, including network integration with MyFloridaNet. State agencies have the option to route MCS traffic through their security perimeter to perform additional screening and filtering. The contracts contain stringent Service Level Agreements (SLAs) to manage vendor's service performance and to perform Key Performance Indicators measurements.

These contracts provide for the purchase of wireless voice and data equipment, services for data-cards, tablets, telemetry devices, feature phones, Smartphones, BlackBerrys, PTT phones and services, and accessories. Service pricing plans include voice per minute rates for in-state and out-of-state calls, as well as several fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile to mobile rate plans. These contracts have been renewed to January 2022.

### 3 Revenue, Technology, and Business Model Analysis & Recommendation

#### 3.1 Description of Current Contract Revenue

The financial analysis below is based on total customer revenue.

##### Top 20 Customers in Total Revenue:

| CUSTOMER NAME                                                | Category | 2014/2015    | 2015/2016    | 2016/2017    | 2017/2018    | Total        |
|--------------------------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|
| FLORIDA DEPARTMENT OF MANAGEMENT SERVICES                    | State    | \$ 1,518,850 | \$ 3,123,577 | \$ 3,461,764 | \$ 1,314,405 | \$ 9,418,596 |
| CITY OF TAMPA                                                | OEU      | \$ 592,943   | \$ 1,311,382 | \$ 1,456,873 | \$ 751,973   | \$ 4,113,171 |
| FLORIDA DEPARTMENT OF HEALTH                                 | State    | \$ 484,778   | \$ 1,026,486 | \$ 1,395,200 | \$ 788,039   | \$ 3,694,504 |
| SCHOOL BOARD OF MIAMI DADE                                   | OEU      | \$ 28,143    | \$ 1,039,563 | \$ 1,242,495 | \$ 717,295   | \$ 3,027,495 |
| JACKSONVILLE SHERIFF'S OFFICE                                | OEU      | \$ 264,191   | \$ 917,121   | \$ 994,134   | \$ 498,354   | \$ 2,673,800 |
| BROWARD SHERIFF'S OFFICE                                     | OEU      | \$ 493,039   | \$ 881,232   | \$ 874,764   | \$ 398,797   | \$ 2,647,831 |
| ORANGE COUNTY SHERIFF'S OFFICE                               | OEU      | \$ 486,972   | \$ 854,222   | \$ 841,278   | \$ 453,132   | \$ 2,635,604 |
| PALM BEACH COUNTY SHERIFF'S OFFICE                           | OEU      | \$ 367,897   | \$ 656,829   | \$ 815,645   | \$ 326,481   | \$ 2,166,852 |
| HILLSBOROUGH COUNTY DATA                                     | OEU      | \$ 285,547   | \$ 653,503   | \$ 758,020   | \$ 369,678   | \$ 2,066,748 |
| CITY OF JACKSONVILLE                                         | OEU      | \$ 269,985   | \$ 584,671   | \$ 507,660   | \$ 665,932   | \$ 2,028,248 |
| CITY OF TALLAHASSEE                                          | OEU      | \$ 321,878   | \$ 660,553   | \$ 683,448   | \$ 346,118   | \$ 2,011,997 |
| DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY | State    | \$ 1,954     | \$ 6,527     | \$ 811,902   | \$ 999,442   | \$ 1,819,824 |
| DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO                | State    | \$ 394,943   | \$ 491,350   | \$ 584,548   | \$ 344,904   | \$ 1,815,744 |
| PINELLAS COUNTY SHERIFF'S OFFICE                             | OEU      | \$ 285,553   | \$ 569,949   | \$ 556,825   | \$ 325,349   | \$ 1,737,677 |
| NORTH BROWARD HOSPITAL DISTRICT                              | OEU      | \$ 223,998   | \$ 452,970   | \$ 519,231   | \$ 402,864   | \$ 1,599,063 |
| CITY OF MIAMI BEACH DATA                                     | OEU      | \$ 170,922   | \$ 517,493   | \$ 559,048   | \$ 340,283   | \$ 1,587,746 |
| CITY OF ORLANDO EMERGENCY OPERATIONS CENTER                  | OEU      | \$ 213,344   | \$ 475,293   | \$ 521,522   | \$ 222,511   | \$ 1,432,670 |

|                                                       |       |    |           |    |            |    |            |    |           |    |            |
|-------------------------------------------------------|-------|----|-----------|----|------------|----|------------|----|-----------|----|------------|
| JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE | OEU   | \$ | 235,600   | \$ | 444,121    | \$ | 477,780    | \$ | 249,551   | \$ | 1,407,052  |
| DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE  | State | \$ | 193,662   | \$ | 395,866    | \$ | 645,868    | \$ | 154,524   | \$ | 1,389,921  |
| POLK COUNTY SHERIFF'S OFFICE DATA                     | OEU   | \$ | 219,271   | \$ | 490,398    | \$ | 448,582    | \$ | 188,246   | \$ | 1,346,497  |
| <b>GRAND TOTAL</b>                                    |       | \$ | 7,053,470 | \$ | 15,553,106 | \$ | 18,156,587 | \$ | 9,857,877 | \$ | 50,621,040 |

*Figure 1 – Top 20 Customers in Total Revenue*

### Top 20 State Customers in Total Revenue:

| CUSTOMER NAME                                                                        | Category | 2014/2015    | 2015/2016    | 2016/2017    | 2017/2018    | Total        |
|--------------------------------------------------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|
| FLORIDA DEPARTMENT OF MANAGEMENT SERVICES                                            | State    | \$ 1,518,850 | \$ 3,123,577 | \$ 3,461,764 | \$ 1,314,405 | \$ 9,418,596 |
| DEPARTMENT OF HEALTH                                                                 | State    | \$ 484,778   | \$ 1,026,486 | \$ 1,395,200 | \$ 788,039   | \$ 3,694,504 |
| DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY - TALLAHASSEE           | State    | \$ 1,954     | \$ 6,527     | \$ 811,902   | \$ 999,442   | \$ 1,819,824 |
| DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO                                        | State    | \$ 394,943   | \$ 491,350   | \$ 584,548   | \$ 344,904   | \$ 1,815,744 |
| DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE                                 | State    | \$ 193,662   | \$ 395,866   | \$ 645,868   | \$ 154,524   | \$ 1,389,921 |
| FLORIDA DEPARTMENT OF LAW ENFORCEMENT                                                | State    | \$ 187,137   | \$ 393,032   | \$ 429,967   | \$ 222,934   | \$ 1,233,070 |
| DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS                                  | State    | \$ 164,328   | \$ 383,284   | \$ 423,833   | \$ 258,025   | \$ 1,229,470 |
| FLORIDA FISH AND WILDLIFE COMMISSION                                                 | State    | \$ 153,456   | \$ 315,160   | \$ 312,445   | \$ 185,128   | \$ 966,189   |
| DEPARTMENT OF HIGHWAYS SAFETY AND MOTOR VEHICLES                                     | State    | \$ 126,728   | \$ 309,969   | \$ 348,319   | \$ 158,630   | \$ 943,645   |
| DEPARTMENT OF CHILDREN AND FAMILIES                                                  | State    | \$ 111,498   | \$ 282,740   | \$ 388,855   | \$ 116,905   | \$ 899,998   |
| DEPARTMENT OF FINANCIAL SERVICES - DIVISION OF REHABILITATION AND LIQUIDATED DAMAGES | State    | \$ 106,317   | \$ 228,075   | \$ 251,080   | \$ 116,070   | \$ 701,542   |

|                                                                    |       |    |           |    |           |    |            |    |           |    |            |
|--------------------------------------------------------------------|-------|----|-----------|----|-----------|----|------------|----|-----------|----|------------|
| FLORIDA DEPARTMENT OF CORRECTIONS - DISTRICT 4                     | State | \$ | 24,085    | \$ | 154,936   | \$ | 512,859    | \$ | 691,880   |    |            |
| FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES            | State | \$ | 81,873    | \$ | 208,520   | \$ | 226,449    | \$ | 125,385   | \$ | 642,227    |
| DEPARTMENT OF CHILDREN AND FAMILIES - SUNCOAST REGION              | State | \$ | 2         | \$ | 147,862   | \$ | 323,048    | \$ | 154,924   | \$ | 625,835    |
| DEPARTMENT OF CHILDREN AND FAMILIES - OFFICE OF FINANCIAL SUPPORT  | State | \$ | 65,799    | \$ | 152,824   | \$ | 195,937    | \$ | 106,878   | \$ | 521,438    |
| DEPARTMENT OF LEGAL AFFAIRS                                        | State | \$ | 62,409    | \$ | 166,672   | \$ | 168,173    | \$ | 93,625    | \$ | 490,880    |
| FLORIDA DEPARTMENT OF CORRECTIONS - REGION 3                       | State | \$ | 77,026    | \$ | 184,647   | \$ | 208,562    | \$ |           | \$ | 470,236    |
| DEPARTMENT OF CHILDREN AND FAMILIES - CHILDREN'S NETWORK SOUTHWEST | State | \$ | 72,916    | \$ | 128,726   | \$ | 163,996    | \$ | 76,643    | \$ | 442,280    |
| FLORIDA DEPARTMENT OF CORRECTIONS - REGION 2                       | State | \$ | 70,195    | \$ | 203,343   | \$ | 160,558    | \$ |           | \$ | 434,096    |
| DEPARTMENT OF CHILDREN AND FAMILIES - NORTHWEST REGION             | State | \$ | 60,386    | \$ | 139,973   | \$ | 159,447    | \$ | 73,741    | \$ | 433,547    |
| GRAND TOTAL                                                        |       | \$ | 3,958,342 | \$ | 8,443,569 | \$ | 11,172,809 | \$ | 5,290,202 | \$ | 28,864,922 |

*Figure 2 – Top 20 State Customers in Total Revenue*

#### Top 20 Other Eligible Users (OEU) in Total Revenue:

| CUSTOMER NAME                      | Category | 2014/2015  | 2015/2016    | 2016/2017    | 2017/2018  | Total        |
|------------------------------------|----------|------------|--------------|--------------|------------|--------------|
| CITY OF TAMPA                      | OEU      | \$ 592,943 | \$ 1,311,382 | \$ 1,456,873 | \$ 751,973 | \$ 4,113,171 |
| MIAMI COUNTY PUBLIC SCHOOLS        | OEU      | \$ 28,143  | \$ 1,039,563 | \$ 1,242,495 | \$ 717,295 | \$ 3,027,495 |
| JACKSONVILLE SHERIFF'S OFFICE      | OEU      | \$ 264,191 | \$ 917,121   | \$ 994,134   | \$ 498,354 | \$ 2,673,800 |
| BROWARD SHERIFF'S OFFICE           | OEU      | \$ 493,039 | \$ 881,232   | \$ 874,764   | \$ 398,797 | \$ 2,647,831 |
| ORANGE COUNTY SHERIFF'S OFFICE     | OEU      | \$ 486,972 | \$ 854,222   | \$ 841,278   | \$ 453,132 | \$ 2,635,604 |
| PALM BEACH COUNTY SHERIFF'S OFFICE | OEU      | \$ 367,897 | \$ 656,829   | \$ 815,645   | \$ 326,481 | \$ 2,166,852 |
| HILLSBOROUGH COUNTY DATA           | OEU      | \$ 285,547 | \$ 653,503   | \$ 758,020   | \$ 369,678 | \$ 2,066,748 |
| CITY OF JACKSONVILLE               | OEU      | \$ 269,985 | \$ 584,671   | \$ 507,660   | \$ 665,932 | \$ 2,028,248 |
| CITY OF TALLAHASSEE                | OEU      | \$ 321,878 | \$ 660,553   | \$ 683,448   | \$ 346,118 | \$ 2,011,997 |
| PINELLAS COUNTY SHERIFF            | OEU      | \$ 285,553 | \$ 569,949   | \$ 556,825   | \$ 325,349 | \$ 1,737,677 |

|                                                          |     |    |           |    |            |    |            |    |           |    |            |
|----------------------------------------------------------|-----|----|-----------|----|------------|----|------------|----|-----------|----|------------|
| NORTH BROWARD HOSPITAL                                   | OEU | \$ | 223,998   | \$ | 452,970    | \$ | 519,231    | \$ | 402,864   | \$ | 1,599,063  |
| CITY OF MIAMI BEACH DATA                                 | OEU | \$ | 170,922   | \$ | 517,493    | \$ | 559,048    | \$ | 340,283   | \$ | 1,587,746  |
| CITY OF ORLANDO - EMERGENCY<br>OPERATIONS CENTER         | OEU | \$ | 213,344   | \$ | 475,293    | \$ | 521,522    | \$ | 222,511   | \$ | 1,432,670  |
| JACKSONVILLE ELECTRIC AUTHORITY, CITY<br>OF JACKSONVILLE | OEU | \$ | 235,600   | \$ | 444,121    | \$ | 477,780    | \$ | 249,551   | \$ | 1,407,052  |
| POLK COUNTY SHERIFF'S OFFICE DATA                        | OEU | \$ | 219,271   | \$ | 490,398    | \$ | 448,582    | \$ | 188,246   | \$ | 1,346,497  |
| CITY OF FORT LAUDERDALE DATA                             | OEU | \$ | 212,148   | \$ | 377,340    | \$ | 439,911    | \$ | 168,516   | \$ | 1,197,915  |
| WEST PALM BEACH PUBLIC SAFETY                            | OEU | \$ | 172,390   | \$ | 389,970    | \$ | 419,190    | \$ | 169,852   | \$ | 1,151,402  |
| MARION COUNTY SHERIFF'S OFFICE                           | OEU | \$ | 165,963   | \$ | 370,710    | \$ | 373,888    | \$ | 218,241   | \$ | 1,128,802  |
| COLLIER COUNTY SHERIFF'S OFFICE                          | OEU | \$ | 191,137   | \$ | 327,097    | \$ | 389,192    | \$ | 185,620   | \$ | 1,093,046  |
| LEE COUNTY - BOARD OF COUNTY<br>COMMISSIONERS            | OEU | \$ | 144,059   | \$ | 333,641    | \$ | 395,758    | \$ | 213,754   | \$ | 1,087,212  |
| <b>GRAND TOTAL</b>                                       |     | \$ | 5,344,979 | \$ | 12,308,058 | \$ | 13,275,243 | \$ | 7,212,547 | \$ | 38,140,828 |

*Figure 3 – Top 20 OEU Customers in Total Revenue*

### **3.2 Mobile Communications Service Technology - Networks**

The wireless industry consistently experiences increasing demand for network functionality. With increasingly versatile internet-enabled equipment such as smart phones, televisions, personal computers, and tablets, consumers have a growing need and demand for immediate access to voice, video, and data services.

This demand is driving the wireless industry to support new levels of enterprise productivity for enhanced mobile solutions. Platforms are increasingly open, supporting an explosion of new applications and services directly to the mobile user. Service provider options are multiplying each day as businesses find themselves in a race to capture market share and revenue from new services. Businesses are responding to demand by boosting capabilities and introducing new technology as quickly as possible. Capital investment in network development and infrastructure has risen to unprecedented levels. This includes upgrading core network transport capacity, growing high-capacity access in major metropolitan areas, extending fiber optic lines closer to consumers, adding high-speed residential broadband technology to legacy phone networks, and improving content serving and distribution technologies<sup>2</sup>.

The wireless industry is currently using Fourth-generation, Long-Term Evolution (4G LTE), technology, as defined by the radio sector of the International Telecommunication Union (ITU-R). These standards were set in March 2008. For mobile use, including smartphones, and other internet-enabled equipment, connection speeds need to have a peak download speeds of at least 100 megabits per second, and for more stationary uses such as mobile hotspots, at least 1 gigabit per second. Global capital spending on fifth-generation (5G LTE) technology is increasing much like the marketplace experienced with the evolution of 4G LTE technology. Today, 4G LTE provides the framework for the fastest connection available for wireless networks, which varies based upon wireless carrier and service topology. As the next evolution comes to reality, increased connection speeds and capabilities will improve as well.

5G LTE technology will utilize unique radio frequencies not used currently in 4G. 4G networks use frequencies below 6 GHz, and 5G will likely use extremely high frequencies in the 30 GHz to 300 GHz range. These higher frequencies are less congested with existing cellular data and will support a larger capacity for data. At its peak, 5G can be up to 20 times faster than 4G. Limited 5G demonstrations have taken place, with carriers anticipating the 5G release in test markets in late 2018, increasing the release in 2019 through 2020.

Some projections forecast that demand for additional network capacity will increase 25-fold over the next 3 years<sup>3</sup>. Each major improvement in network speed and capacity generates new services, devices, and applications that raise consumer expectations, using up the added capacity and creating the requirement to add even more capacity. For telecommunications, the standard will be continuous waves of increased demand and increased network capacity.

Improved coverage throughout the state remains a high priority for customers. Customers expect coverage not only in metropolitan areas with multiple carrier options, but also in rural and coastline areas. Currently service is provided by multiple carriers utilizing 3G and 4G LTE technology. Where coverage challenges exist in rural areas, coverage may be reduced to a

single carrier providing 3G technology, which does not provide the latest technical and is sometimes limited in data service capabilities, meaning data applications on smartphones do not work as expected.

Coupled with the demand for improved rural coverage is the demand for improved coverage within buildings. A barrier to this is building penetration, which is continually hampered by thick concrete and steel structures. To address this issue, many buildings are being equipped at the time of new construction or retro fitted with Distributed Antenna Systems (DAS) to extend coverage inside a building. As the evolution from 4G to 5G takes place over the coming years, the state should see improvements in this particular area due to the increased density of towers and small cell deployments, which is a requirement for the implementation of 5G technology.

### **3.3 Mobile Communications Service Technology - Equipment**

Equipment available under the current MCS contracts includes cellular phones, smartphones, data-cards, tablets, telemetry devices, feature phones, and push-to-talk phones. Associated accessories are also available, which includes hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

During the duration of new MCS contracts, equipment must be compatible with the latest generation of wireless communication. The Department will need to ensure access to future releases of cellular phones and other internet-enabled equipment are compatible with 5G networks and other future generations of wireless networks. This should include devices that are band 14 enabled or otherwise appropriate for Public Safety Customers.

As the industry continues to see growth and development of new cellular phone features with other internet-enabled technology, emerging technologies may be incorporated into future cellular phone releases including facial recognition technology, augmented reality, improved durability, and longer battery life<sup>1</sup>.

### **3.4 Mobile Network Operator versus Mobile Virtual Network Operator**

A mobile network operator (MNO) is a wireless telecommunications provider that owns, manages, and controls all elements necessary to implement, sell, and deliver mobile services to the customer. These elements include radio spectrum allocation, network infrastructure, billing support resources, customer service resources, handset management, provisioning of software, and distribution channels for product and service delivery. In addition to obtaining market share by offering its own services an MNO may also allow or sell access to network services at wholesale rates to mobile virtual network operators (MVNO).

MVNO platforms do not supply spectrum, network routing and interconnectivity, but they provide application services, customer care, billing, handset management, and distribution channels for products and services. Also, commonly handled within the MVNO framework are “second brands” of incumbent MNOs and “branded resellers” that resell an MNO’s products and services

---

<sup>1</sup> <https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/>

under their own brand and are essentially a specialized marketing and sales distribution channel.

The current DMS MCS model is essentially an MVNO hybrid of second brands and branded reseller. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, handset management, and distribution and sales.

### **3.5 Leverage Existing State Infrastructure**

Currently there is no state telecommunications infrastructure that is used for the mobile communication services platform.

### **3.6 Interoperability**

Network interoperability has become increasingly important in the telecommunications industry. The basic idea behind interoperability is the ability for two or more networks, systems, devices, applications or components to communicate. With respect to the telecommunications industry, interoperability refers to the interworking of telecom services over multi-vendor, multi-carrier inter-connections. As networks continue to grow and diversify with the 5G and IoT era on the horizon, it is important they can interoperate to enable end-to-end communication.

Devices can interoperate with other devices either by adhering to a common protocol standard, abiding by a published interface standard or situating a gateway between them capable of translating each device's protocols. These common protocol standards serve as a platform for manufacturers, which note all the necessary components for interoperability into various systems and products.<sup>2</sup> Although interoperability has improved in the telecommunications industry, service providers are continuing to work towards interconnection of 5G and IoT devices through network infrastructure enhancement and uniformity of standards.

### **3.7 Security**

Service Providers must provide device and network security, and responsiveness to ever changing security risk in today's telecommunication environment. Threats to the government's use of mobile devices are real and exist across all elements of provider networks and mobile devices. The stakes for government users are high. Government mobile devices — despite being a minor share of the overall market — present an avenue to attack back-end systems containing data on Floridians in addition to sensitive information relevant to government functions. Mobile devices hold significant amounts of sensitive information, whose compromise could adversely impact State and OEU operations. Additionally, databases controlled by the State and OEUs hold tremendous amounts of personally identifiable information that could be used to compromise financial wellbeing, privacy, or identity.

Threats range from advanced attacks, to organized crime using advanced fraud technologies, to simple theft of mobile phones. The threats to government users of mobile devices include the

---

<sup>2</sup> RCRWireless News (April 2018) *The Role of Network Interoperability in Telecommunications*. Retrieved on January 28, 2019 at <https://www.rcrwireless.com/20180419/the-role-of-network-interoperability-in-telecommunications-tag27-tag99>



same threats that target consumers, e.g., call interception and monitoring, user location tracking, attackers seeking financial gain through banking fraud, social engineering, ransomware, identity theft, or theft of the device, services, or any sensitive data. Government users may be subject to additional threats simply because they are government employees.

Areas of security vulnerability include:

- Mobile device technology stack, including mobile operating systems and lower level device components
- Mobile applications
- Networks (e.g., cellular, Wi-Fi, Bluetooth) and services provided by network operators
- Device physical access
- Enterprise mobile services and infrastructure, including mobile device management, enterprise mobile app stores and mobile application management

Guidance and best practice is identified for providers and customers through the U.S. Department of Commerce, National Institute of Standards and Technology, other government agencies, non-government organizations and private industry. Although security has improved, significant improvements still need to be made in this area as well as hardening on the new 5G network protocols, which are currently in development<sup>3</sup>.

### **3.8 Operational Support**

Operational support has transformed to meet the consumer's increasing needs related to increasing complex technology. Many service providers are now able to allow customers to self-manage account profiles and utilize self-service tools via online portals. This allows customers to self-manage inventory management, security management, policy management, and support management, which is not always appropriate for all customers depending on their technical staff and complexity of their needs. Customer care and operational support is provided in all service levels of the MNO and MVNO framework except for the branded reseller platform which focuses only on distribution.

The Department should require operational support for all operational needs including billing and technical support. The expectations of a service provider include trouble ticket systems, access to skilled technicians, access to skilled billing staff, policy enforcement, quality control and assurance, monitoring tools, and performance reporting. Service provider should allow customers the option to self-manage accounts. Service provider should function to a world class standard of customer focused service delivery, consistently striving for customer satisfaction that evolves with the technology over time.

---

<sup>3</sup> United States Department of Homeland Security (April 2017). *Study on Mobile Devices*. Retrieved on August 15, 2017 at <https://www.dhs.gov/sites/default/files/publications/DHS%20Study%20on%20Mobile%20Device%20Security%20-%20April%202017-FINAL.pdf>

### **3.9 Public Safety**

Mobile technology continues to play a key role in today's public safety network. Service providers are working with the public safety community on enhanced emergency and first responder features.

FirstNet was established by the Middle Class Tax Relief and Job Creation Act of 2012 ("Act"). Under the Act, FirstNet is responsible for ensuring that all components of the Nationwide Public Safety Broadband Network (NPSBN), are built, deployed, operated, and maintained. The NPSBN provides services to public safety entities throughout the nation.

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN based on a single, national network architecture.

Mobile providers are now working to build out public safety networks, including FirstNet, dedicated to first responders. Key elements of the public safety networks are developed to enable first responders to communicate and coordinate during emergencies, large events, or other situations where commercial networks can become congested. Therefore, focus has been placed on priority and preemption, which allows providers to shift commercial traffic to other areas of their respective networks, allowing first responders seamless communication.

### **3.10 Compliance**

The Federal Communications Commission (FCC) mandates all mobile network operators and all mobile virtual network operators comply with standards and requirements defined for all telecommunications service providers. Compliance with all Federal Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and Communications Assistance for Law Enforcement Act (CALEA) must be maintained. In addition to Federal mandates, state and local regulatory requirements must also be met to provide services within a given geographic region as appropriate.

### **3.11 Recommended Communication Services Technology**

The following recommendation is provided for the MCS platform:

1. The Department should embrace solutions that allow the MCS contracts to easily evolve with changing technology and industry offerings without delays in service offerings.
2. The Department should ensure providers are ready to offer mobile communication network capabilities to all users with minimal cost related to new mobile devices and demonstrate a commitment to offer the latest generation of technology throughout the life of the contract.

3. The Department should work with service providers to ensure network and mobile device security continues to develop in accordance with security related standards and best practices.
4. The Department should support customers in managing security practices within their control.
5. The Department should ensure providers are able to offer a wide variety of equipment and accessories, fulfilling the diverse needs of the MCS customers.
6. The Department should ensure providers are able to offer world class customer service.
7. The Department should ensure public safety spectrum networks are offered by service providers to appropriate eligible users.

## 4 Market Conditions and Trends

*Section 287.0571 (4)(g), F.S. A description of the current market for the contractual services that are under consideration for outsourcing.*

### 4.1 Introduction

This analysis is intended to meet the statutory requirement of Section 287.0571(4)(g), F.S., which requires “a description of the current market for the contractual services that are under consideration for outsourcing.” Information used for this analysis was gained through a number of methods and sources including:

- Discussions with the Department’s staff and management;
- Review of extensive data and information provided by the Department regarding SUNCOM operations and billing;
- Review of current MCS contracts including amendments;
- Research on evolving mobile communication service offerings of large providers;
- Review of industry research

### 4.2 Market Conditions and Trends - Networks

The mobile communications industry has evolved drastically over the past 10 years as data driven customers with numerous technical devices consume more bandwidth. During this time, mobile network operators (MNO) have expanded their service offerings and overhauled their price plans to meet explosive demand, while rising capital expenditures underline the ongoing need to upgrade network capabilities. The mobile communications industry will continue to evolve over the next few years and beyond. Boundaries will blur among product categories as a

range of industry actors shape customer demand. New partnerships will play an ever more important role in driving new technology and innovation.

The push for the next evolution of mobile technology is the consumers desire to seamlessly transition between voice and data capabilities ubiquitously as they move from location to location utilizing mobile and Wi-Fi services. As seen in the migration from 3G to 4G, the 5G technology is predicted to drastically increase data usage per user. Future networks will require fast rollouts, significant capacity, agile, flexible, on-demand and software-oriented telecommunication technologies.

### **4.3 Market Conditions and Trends - Equipment**

Demand for internet-enabled equipment, including smartphone, tablets, laptops, and public safety equipment, continues to grow. Market penetration by cheaper imports is increasing. These imports are both manufactured and distributed by foreign companies, as opposed to domestic smartphones, which are still manufactured by foreign companies but marketed and distributed by domestic companies. Foreign manufacturers are actively producing lower-priced smartphone models to siphon off a share of the lucrative US smartphone market. Thus, buyers have a wider range of products and prices to choose from, which boosts competition and buyer power. In addition, the influx of imports has forced larger suppliers to develop their own cheaper alternatives to remain competitive at the low end of the market.

Buyers of internet-enabled equipment have also been benefiting from low price volatility during the past three years. Although smartphones are costly, low price volatility indicates that buyers need not worry about sudden price shifts. Furthermore, even though vendors release newer and costlier versions of smartphones annually, increasing market saturation will limit price growth in the coming years as consumers become less willing to pay more for cosmetic updates.

### **4.4 Market Conditions Recommendations**

The following recommendations are based on market conditions:

1. The Department should consider established wireless carriers, and wireless carriers that are emerging in the market that could possibly provide lower cost options.
2. The Department should consider tiered volume-based options with wireless carriers, creating the opportunity for discounts.
3. The Department should consider a wide range of equipment to cover basic and high-end mobile capabilities.

## **5 Options & Cost Benefit Analysis**

*Section 287.0571 (4)(h), F.S. A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the*

*implementation of the recommended option or options. Such analysis must specify the schedule that, at a minimum, must be adhered to in order to achieve the estimated savings. All elements of cost must be clearly identified in the cost-benefit analysis, described in the business case, and supported by applicable records and reports. The State agency head shall attest that, based on the data and information underlying the business case, to the best of his or her knowledge, all projected costs, savings, and benefits are valid and achievable. As used in this section, the term "cost" means the reasonable, relevant, and verifiable cost, which may include, but is not limited to, elements such as personnel, materials and supplies, services, equipment, capital depreciation, rent, maintenance and repairs, utilities, insurance, personnel travel, overhead, and interim and final payments. The appropriate elements shall depend on the nature of the specific initiative. As used in this paragraph, the term "savings" means the difference between the direct and indirect actual annual baseline costs compared to the projected annual cost for the contracted functions or responsibilities in any succeeding State fiscal year during the term of the contract.*

Consideration of options for procurement of MCS was performed after careful review of mobile telecommunications markets and trends, from both a State of Florida perspective and nationally. Based on this understanding of markets and trends; the following analysis reviews a variety of factors, such as: budgets, resources, stability, reliability, cost, risks, time to implement, and simplification opportunities.

## **5.1 Business Models for Mobile Communication Services**

### **5.1.1 Insourcing Mobile Network Operator**

The business case is required to consider as an option insourcing of MCS, examining whether feasibility, cost-effectiveness, and efficiency is not better obtained by the Department directly delivering services. Insourcing would require the assets, capabilities and staff to construct and operate a Mobile Network Operations (MNO) platform for the State of Florida. This would require DMS to become one of the largest mobile telecommunications operators in Florida, in direct competition with service providers such as AT&T, Sprint, T-Mobile, and Verizon.

The Department would be required to:

- Negotiate interoperability with other national providers to allow for roaming;
- Establish a radio access network and acquire license for the use of needed spectrum. Since 1994, the Federal Communications Commission (FCC) has conducted auctions of licenses for electromagnetic spectrum. The Department would need to become a qualified bidder. The electromagnetic spectrum the Department would require would not necessarily be available for purchase through auction. The recent FCC Auction 73: 700 MHz Band received bids for geographic areas including the State of Florida, with gross bids of \$19.2 billion<sup>4</sup>;
- Establish of network-to-network interfaces with every local incumbent local exchange carrier in the State of Florida, as well as for other originating and terminating carriers such as long-distance service providers.
- Purchase and implement voice transport infrastructure services, including the design and buildout of cell phone towers across the State of Florida. The costs would include

---

<sup>4</sup> <https://www.fcc.gov/auction/73>

an initial investment in obtaining land through purchase or lease, building new cell phone towers, and ongoing operation and maintenance costs associated with the towers;

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish a large new statewide MNO are overwhelming and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

### **5.1.2 Insourcing Mobile Network Operator as MVNO**

A second “insourcing” consideration is the development of a Mobile Virtual Network Operator (MVNO). An MVNO provides mobile services to end-users without owning its own frequency spectrum or network infrastructure, as it buys such capacity from a host MNO.

As an MVNO, the Department would not own and operate a network but would still be required to:

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish an MNVO are lower than an MNO, but are substantial and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

### 5.1.3 Combination Insourcing/Outsourcing

The Department is acting as a “second brand MVNO” for air cards, and as a “branded reseller MVNO” for all other equipment and services. Today, the Department operates its air card platform as a second brand-MNVO by providing customer care including device activation. DMS originally selected this model to ensure security for air cards. These security techniques include IP address management and isolation of customer traffic via closed user groups. Closed user groups are the segregation of traffic into steams which are only visible to that specific customer. DMS also provides billing and device management for its air card platform. However, the remaining MCS platform is provider managed and the Department only provides a distribution channel for those products and services.

**Second Brand-MVNO** is a model that provides customer care, billing, handset management, and distribution. This platform allows for market participation without spectrum and technical value add including interconnectivity and application development.

**Branded Reseller-MVNO** is a model where the MVNO provides only the distribution channel for products and services. All other support functions are handled by another MVNO or MNO. This is the most flexible and risk adverse platform in the MVNO model.

## 5.2 Evaluation of the Options for Mobile Telecommunication Services

The following is the evaluation of options available to the state for services similar to MCS:

### 5.2.1 Descriptions of Available Options for Insource and Outsource

*Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining State provision of the service or activity shall be included.*

This business case examines three options specifically for the scope of continued support, integration, and installation of MCS and ancillary features/capabilities following the expiration of the current MCS contracts.

#### **Insource, Outsource, Insource/Outsource Combination**

*Insource* - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

*Outsource* - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third party experience and efficiency.

*Combinations of Insource and Outsource* - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing

elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

## 5.2.2 Description of Options for a Mobile Network Operator

The options for procurement of MCS capability that are evaluated in this business case are:

1. An option based on insourcing whereby the Department creates a Mobile Network Operator and manages all mobile communication functions, like the operations of a competitive mobile network carrier. For reasons described above, Sections 5.1.1 and 5.1.2, are not further considered in this business case. (MNO, MVNO) – **Option 1**
2. An option based on a combination of insource/outsource whereby the Department outsources the significant mobile communication functions and uses a second brand MVNO platform to manage customer care, billing, and equipment management for air card service only and provides only a distribution channel for the mobile network provider's products and services. This is DMS' current model (Second Brand-MNVO and Branded Reseller-MVNO). – **Option 2**; and,
3. An option based on a combination of insource/outsource whereby the Department outsources all the mobile communication functions and acts only as a brand reseller providing only a distribution channel for the mobile network provider's products and services, including air cards. (Branded Reseller- MVNO) – **Option 3**

## 5.2.3 Description of Options for Forms of Procurement

**Competitive Procurement** - Section 287.057, F.S., and Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, provides:

*Invitation to Negotiate (ITN)* – Used when the agency knows the desired end result but is not sure how to get there; or, there are many ways to get to the end result; or, the qualifications of the provider and quality is more important than price. This option works best when highly technical or complex services are being acquired. The price structure for services is negotiated.

*Invitation to Bid (ITB)* – Used when the agency knows exactly what it wants. Price is the determining factor in the award.

*Request for Proposal (RFP)* – Used when the agency has a general idea of what it wants. Services and price are evaluated.

These procurement options are within the scope for outsourcing as required by Chapter 287.0571, F.S., and represent common procurement options utilized by the state for similar needs. This business case recommends an ITN as the best procurement option but leaves that determination to Executive Leadership. The services contemplated within this business case are highly technical which limits the Department's ability to establish precise specifications or specifically define the services and identify necessary deliverables. Pricing will not be the sole determining factor in determining a contract award and the Department desires the ability to negotiate the best method of service delivery.



## 5.2.4 Assumptions for Options

The financial modeling presented in this business case uses the “combination insource/outsource” framework.

## 5.3 Analysis of Advantages and Disadvantages

*Section 287.0571 (4)(f) - An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.*

Advantages and disadvantages, including risks, for the alternative options as compared to continued separate mobile communication services contracting, and to each other, are as follows. Additional risk analysis are contained within each option and discussed in Sections 5.3.2 and 5.3.3. Potential performance improvements are discussed in Section 5.4.

### 5.3.1 Option 1 - Insourcing (MNO, MVNO)

For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

### 5.3.2 Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO

Option 2 is a combination of insource/outsource functionality whereby DMS outsources the physical network associated with the mobile telecommunications services platform and collaborates with the service provider on service plans for contract cost and user pricing. The Department insources billing, and hardware management of the air card service, and provides the distribution channel for the vendor’s products and services (excluding air cards).

#### **Advantages**

- Continues current operating mode, practices, and service provisioning;
- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity, and technology evolution are managed by the service provider;
- Customers experience the same billing and administration;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

#### **Disadvantages or Potential Concerns**

- Reporting capabilities may be limited in information, which hampers DMS analysis on services.

#### **Risks**

- DMS identified no risk with this option.

### 5.3.3 Option 3 – Branded Reseller-MVNO

This option is a combination of insource/outsource functionality where DMS outsources the physical network, operations, and billing. In this model DMS acts as a branded reseller providing only a distribution channel for the vendor's products and services.

#### **Advantages**

- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts
- Potential for lower overall pricing based on aggregation of usage and negotiation of commitment levels and pricing for tiered levels of utilization, similar to the mobile wireless data pricing model;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity and technology evolution are managed by the service provider;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

#### **Disadvantages or Potential Concerns**

- DMS would be required to create a process with the Vendor for the management of closed user groups.
- Customers have to review air card charges on their bill without DMS review.

#### **Risks**

- Since DMS would no longer control the service, there would be an implementation and transition risk when transitioning air card services.
- There is a potential security risk if DMS does not administer the air cards and the closed user groups.

## 5.4 Potential Performance Improvements/Service Features

The Department should consider the following service improvement and service features.

- Future contracts should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
- Future contracts should continue to allow platform flexibility, scalability, and support for industry standards, enabling a seamless integration of third-party technologies and applications.
- Future contracts should have higher statewide coverage through multiple carriers. Providers should offer multiple solutions, including equipment for coverage and building penetration. Equipment offerings for improving building penetration should be vendor neutral and at minimum to no cost for customers.
- Future contracts should require detailed reporting capabilities allowing DMS to evaluate the entire product and service offerings for future MCS platform evaluation.

- Future contracts should continue to require a combination of feature rich equipment and basic low-cost options and provide a comprehensive suite of enhanced services fulfilling the customer's diverse needs.
- Future service delivery should include voice services over Wi-Fi service connections.
- Future service delivery should have a consideration of technology evolutions in public safety communication services.
- Future service delivery should provide the capability for all aspects of the service to be partitioned to provide a scope-of-view and scope-of-command, allowing network administrators (user agents) to manage all their devices.
- Future contracts should include a high standard of measurable, achievable and motivational Service Level Agreements for DMS and its customers, supported by a tool set for monitoring service levels, and backed up by appropriate financial consequences.
- Future contracts should continue to require a waiver of vendor's service activation fees.
- Future contracts should provide for service plans for both work and personal accounts.
- Future contracts should provide discounts for volume purchases.
- Future contracts should allow for frequent equipment upgrades at minimal to no cost to customers.
- Future contracts should provide options for equipment and lower cost devices from emerging brands.
- Future contracts should increase the standard for operational support, achieving a world class standard of customer service delivery.
- Future contracts should increase the standard for equipment warranties, simplicity of repair, and replacement for faulty equipment.
- Future contracts should require detailed commitment on data utilization, allowing for limited and unlimited data, data limits, data throttling, waivers on data limits for Public Safety plans, and sharing data limits in aggregation across devices.

## **5.5 Cost Benefit Analysis for Each Option**

The Department of Management Services uses a margin percentage to markup costs from the MCS services provider and related ancillary service devices to recover internal DMS costs. The optional services and features of MCS are material to the financial analysis on a separate basis, and are not addressed as separate line items, but instead are included in service model revenues.

The financial analysis compares the options and provides financial metrics to determine which options will:

1. Maintain low costs for DMS in procuring and managing services;
2. Maintain low costs for agencies utilizing MCS; and
3. Provide the greatest benefit for the least cost.

The financial analysis included:

1. Revenue – both air card revenue and all other revenue

2. Direct Costs – direct costs of vendor payments for air cards, infrastructure adjustment, salary and benefits, data processing, and non-salary overhead.
3. Indirect Costs - included salaries and benefits, expenses, contracted services.
4. Net Revenue – includes potential rebates and other adjustments
5. Net Revenue, Post Rebate-Operations Balance – adjusted for customer rebates with a buffer for maintain operational payment and cost control

The analysis forecast the models with the cost recovery rate at either one, one and a half, two, or two and a half percent, which is adjusted in the net revenue with varying customer rebates. An operations revenue buffer of \$850,000 annually is assumed to be maintained for operational payment and cost control.

### **5.5.1 Financial Model Base Case**

This business case analysis first establishes a baseline of DMS' current business and financial environment for MCS, determined from historical business and financial data provided by DMS staff, including historical volumes, costs, revenues and vendor contracts. In modeling the various business case options, historical data was utilized to build an understanding of the fiscal flow of revenue and cost for the service. The model reviews the total volume, revenue, and cost for the services utilized by the agencies through this contract.

Service Forecasts were developed over the 10-year period from the date of MCS contract execution corresponding to fiscal year 2021-2022 through fiscal year 2031-2032, which includes a 5-year renewal period. Based on projections for DMS' MCS Services, direct and indirect costs were forecasted over the 10-year period. These projections were compared against the baseline scenario (which forecasted no changes to existing contracts, pricing, or DMS' business model) to determine the potential cost savings to DMS and to its customers. Options 2 and 3 were also compared against each other to determine which Option resulted in the lowest cost.

Over time, DMS may achieve cost savings to the state through migration and integration of newer technologies solution that achieve improved abilities to pass on reductions to the end customers.

### **5.5.2 Option 1 – Insource**

For reasons described Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

### **5.5.3 Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO)**

Option 2 represents the current MCS platform. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, device management, distribution and sales. In the mobile communication market, DMS is acting a second brand or light mobile virtual network operator (MVNO) for air card, and as a “branded reseller MVNO” for all other equipment and services. This platform is an intermediate model between a branded reseller (Option 3) and a fully defined light MVNO. It allows control of distribution channels, increased level of control over back office processes, billing, device management, and value-added services definition and operations for

air card services. The current MCS platform manages many of these aspects as they relate to MCS air card services. Currently there are 7,956 air card devices that have been issued.

#### **5.5.3.1 Technology Requirements**

Option 2 envisions current technology requirements to remain the same as it is in the current contracts, however future contracts should allow for flexibility to allow for emerging technologies throughout the life of the contract. All MCS products and services are technically supported by the mobile communications provider except for air card services. Today air card services are supported by both the mobile communications provider and DST. Support regarding the air card device or service is handled by the mobile communications provider. Support for system configuration and closed user group access is provided by DST.

The current MCS contract addresses the following technical requirements.

- Voice Services
- Wireless Data Services
- Transmitted Data Security
- Closed User Group (Supported by DMS internally)
- State Provided IP Addresses (Public and Private)
- Wireless Device IP Routing Scheme
- Service Provider Furnished Public Routable IP Address Space
- Entity Specific Circuit
- Wireless Router and/or WWAN Modem
- Emergency Operations Features
- Security Feature Set
- Service Grade
- Authentication
- Activity User Log
- Text Message Service
- Message Logging
- Tracking Geographical Device Services
- Wireless Applications
- Voice and Data Coverage Maps
- Roaming
- Network Neutrality
- Priority Connection Services
- Applicable Test Plan
- Data Monitoring Suite
- Voice Monitoring Suite
- Voice Handheld Devices
- Minimum Technical Requirements
- Data Devices
- Text Devices
- Helpdesk Services

- Network Trouble Reporting
- Client Testing and Evaluation
- Operational and User Guides
- Escalation Requirements and Procedures
- Planned Outage Notification
- Unplanned Wireless Outage Notification
- Existing Wireless Data Customer Migration

#### **5.5.3.2 Billing**

Option 2 envisions billing to remain the same as it is in the current state. All MCS products and services are directly billed from the mobile communications provider except for air card services. Today air card services are managed and billed within DST and this accounts for on average 385 invoices a month.

#### **5.5.3.3 Customer Service**

Option 2 envisions customer service to remain the same as it is in the current state. All customer service needs related to MCS products and services are handled by the mobile communications provider except for air card services. Today select air card services are managed within DST. This select service is considered the closed user group and currently makes up 148 air card users. Support and maintenance of this user group service is handled by DMS internally.

#### **5.5.3.4 DMS Role**

The DMS role will remain the same as it is in the current MCS platform. DST will continue to work with its MCS customers and service providers to provide the best mobile communications network.

#### **5.5.3.5 Direct & Indirect Cost**

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 2 envisions DMS staffing time for the air card billing process, in addition to the DMS staffing time required for contract management and monitoring that would be required for both 2 and 3.

#### **5.5.3.6 Overall Cost**

To comply with the statutory requirement to “develop a system of equitable billings and charges for telecommunications services” stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates which are assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM’s costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM’s costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support services are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged

to SUNCOM's Wireless Data Service customers have been between two and a half to three percent of the Customer's monthly invoice amount.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. To address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued to air card customers when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and air card customers have received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service. Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

#### **5.5.3.7 Potential Savings**

It is anticipated that over the life of the new MCS contract that cost avoidance will be achieved through leveraging State buying power and continuing to maintain lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

#### **5.5.3.8 Transition Costs/Considerations**

There are minimal transition cost risks considered in Option 2 as this option leaves MCS in its current state. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

#### **5.5.3.9 Total Estimated Cost over 10 Years**

Overall Cost for Option 2 is expected to be \$36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32.

#### **5.5.3.10 Risk Analysis**

Risk analysis of MCS platform remaining in its current state.

In maintaining the current model of multiple contracts for MCS with the possible entrance of new providers and new emerging technology may create significant risks and required efforts on both the enterprise and customer side. Some of the emerging technology may include 5G network and related technology offerings, emerging public safety integration, device transitioning, and future technological innovations.

The most significant risks and required efforts are on the customer side of transitioning to a new or different MCS platform. Each agency will be required to assess current capabilities and requirements for transition to a new or different MCS platform. Standards, methods, and practices for transition to a new or different MCS platform have been developed through experience by all large carriers who have accomplished this transition for other enterprise customers besides the State of Florida. Furthermore, some additional training of agency IT staff may be required, but it is anticipated that this can be provided over time.

Also, with this option the lack of visibility of detailed reporting information regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

#### **5.5.3.11 Mitigation Plan**

Mitigation of negative consequences of MCS platform remaining in its current state is provided by the following factors:

1. The industry will be adapting to emerging technologies as the standard platform for mobile telecommunication services.
2. The current MCS business process and platform experience can be leveraged in any new technology and vendor transitions.
4. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
5. The MCS business process would remain on an existing and operating network with which all users are familiar. Current users are familiar with the day to day operation of MCS.
6. Existing MCS contracts remain in place throughout the transition period.
7. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.

#### **5.5.3.12 Implementation Timeline for Option 2 & 3**

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings is indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. See Section 5.5.5 for the draft timeline.

#### **5.5.4 Option 3 – Insource/Outsource (Distribution Channel Only)**

This option represents the lightest MVNO business model, where DMS would only provide its distribution channel to the mobile network operator (MNO) while the MNO provides the rest of the business, from access network to the definition of the mobile service offer. This is the model that requires the lowest investment and overhead for DMS. However, most of the business services remain with the network provider. Therefore, this option provides very limited control of the business and value proposition of the service.



#### **5.5.4.1 Technology Requirements**

All technology responsibilities are outsourced to the mobile communications provider in Option 3. This includes all technology requirements as outlined in Option 2 and includes air card services.

#### **5.5.4.2 Billing**

All billing responsibilities are outsourced to the service provider in Option 3.

#### **5.5.4.3 Customer Service**

All customer service responsibilities are outsourced to the service provider in Option 3.

#### **5.5.4.4 DMS Role**

The DMS role in Option 3 is to only provide a distribution channel for the service provider.

#### **5.5.4.5 Direct & Indirect Cost**

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 3 envisions 2 FTE for the management of the MCS contract and services.

#### **5.5.4.6 Overall Cost**

To comply with the statutory requirement to “develop a system of equitable billings and charges for telecommunications services” stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM’s costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM’s costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support service rates are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged to SUNCOM’s Wireless Data Service customers has been between two and a half to 3 percent.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. In order to address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM’S Wireless Data Service is a stable service with low overhead and has received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM’s telecommunications services results in recurring cost avoidance to the existing customers of the affected service.

Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

#### **5.5.4.7 Potential Savings**

It is anticipated that over the life of the new MCS contract that cost savings will be achieved through leveraging State buying power realizing lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

#### **5.5.4.8 Transition Costs/Considerations**

There are minimal transition cost risks considered in Option 3 as this option leaves MCS in its current state with the exception of air cards, which become the responsibility of the service provider. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

#### **5.5.4.9 Total Estimated Cost over 10 Years**

Overall Cost for Option 3 is expected to be \$36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32. DMS's participation in administering air cards is an incidental cost and does not impact the overall cost for Option 3.

#### **5.5.4.10 Risk Analysis**

This paragraph presents a risk analysis of DMS providing only a distribution channel for MCS services and having the vendor manage the entire MNO value chain. The risk differential between Option 2 and 3 are minor.

The risks in Option 3 would encompass the risks outlined for Option 2 in Section 5.5.3.10, with the addition of migration of the closed user group (private network access to MyFloridaNet).

Also, with this option the lack of visibility of detailed reporting information is a risk. Data regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

#### **5.5.4.11 Mitigation Plan**

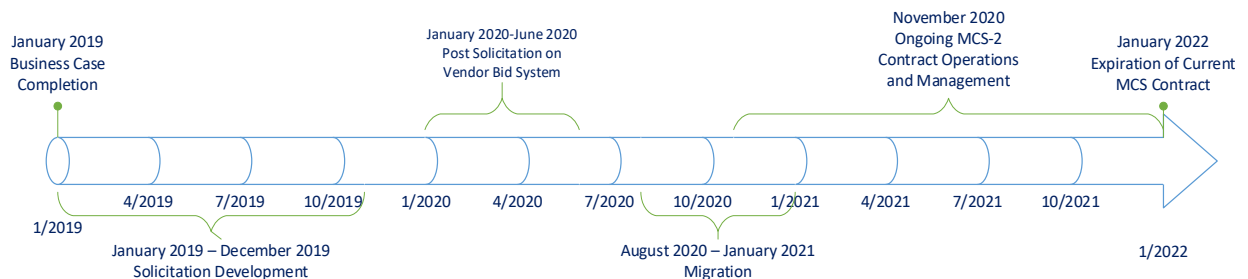
Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, manage, and monitor the transition of the closed user group air card services. This would include training and other oversight needed for successful migration.
3. Work with customers and required resources to manage the MCS transition, including training and other oversight.
4. The industry will be adapting to emerging technologies as the standard platform for MCS.
5. The current MCS business process and platform experience can be leveraged in any new technology and service provider transitions.
6. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
7. The MCS business process would remain on an existing and operating network with which all customers are familiar. Current users are familiar with the day to day operation of MCS.
8. Existing MCS contracts remain in place throughout the transition period as an alternative.

#### 5.5.5 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings as indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. The image below is a placeholder until final timeline is developed with Executive Leadership. Changes to this timeline are expected to have minimal impact on the estimated savings resulting from the execution of Contracts.

#### Mobile Communication Services Draft Timeline



- January 2019 Business case completion
- January 2019 – December 2019\* Solicitation development
- January 2020\* - June 2020\* Post solicitation on Vendor Bid System
- July 2020\* Sign contract
- August 2020\* - January 2021\* Migration
- November 2020 MCS-2 operations and management begins
- January 2022 Expiration of current MCS contract
- July 2025 Completion of the initial five-year term
- July 2030 Expiration of the MCS-2 contract, if renewed in full

*\*These dates are subject to change following internal review processes.*

## **6 Recommended Option & Detailed Discussion**

The recommended option for this portion of the business case is in accordance with Subsection 287.0571(4), F.S., which outlines the requirements for contracting with private sector vendors as they can effectively and efficiently provide services and reduce the cost of government. This statute requires analysis of feasibility, cost-effectiveness, and efficiency before proceeding with outsourcing of services.

A detailed analysis for this decision provides the following key findings:

1. An analysis of the mobile communications market concludes that the MCS platform being provided today is following the correct technological path in terms of capability and service delivery;
2. The MCS reporting and analysis information regarding device type, usage of service, and other data needs to be more detailed and provided to DMS on a monthly basis;
3. An MCS platform enables a connected enterprise characterized by access to people and information virtually anytime and anywhere for faster communication and greater collaboration using a variety of devices or mediums;
4. The mobile communications industry is ever evolving and with multiple providers instead of a single service provider approach, DMS is able to provide the customer with new technology at competitive pricing;
5. As the mobile communications market continues to evolve, review of SLA requirements will need to be a priority for DMS contract management to ensure MCS customers receive the best possible service solution;
6. Improved customer awareness of the capabilities of the service offering portfolio will extend the adoption of MCS to a broader customer base;
7. Innovative technology offerings to DMS customers will provide the opportunity for growth of the MCS platform;
8. The assumption of growth of MCS services will directly result in an increase for data consumption by all customer segments;
9. The telecommunication advancements in Public Safety are continuously evolving and creating new service offerings specific to Law Enforcement, EMS, and other First Responder networks.

## **6.1 Summary of the Three Options Considered in This Business Case**

In summary the three options considered for the next generation for Florida's mobile communications services platform are outlined below. The current services are provided by DMS, Verizon, AT&T, and Sprint.

The three options are:

1. Option 1 - Insourcing of Mobile Communications Services and support functions. For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.
2. Option 2 - Combination of Insourcing and Outsourcing (Current MCS Model) whereby DMS outsources all of the mobile telecommunication services except for the management, support, and billing of air card services.
3. Option 3 - Combination of Insourcing and Outsourcing whereby DMS outsources all of the mobile telecommunication services and acts only as a distribution channel for the service provider.

Each of these three options has been evaluated about the following attributes as supported by Section 5.6:

- Risks, disadvantages, pros and cons;
- Assumptions and constraints; and
- The schedule of key events.

## **6.2 Option 1 – Insource**

The Department of Management Services would request the establishment and funding for state FTE positions and physical assets to support mobile communication operations as appropriate. Upon approval, DMS would establish an internal mobile communications services organization composed of these full-time state employees based upon the choice of services to insource and outsource. These positions would be incorporated into the department's Legislative Budget Request (LBR) for funding each fiscal year. The level and appropriateness of outsourcing will be determined by what services are deemed attainable through state resources.

## **6.3 Option 2 – Combination Insourcing and Outsourcing (Current MCS Model)**

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing mobile communications service portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option is predicated on DMS maintaining support and management of all air card services. This option is the current MCS platform. Option 2 – Combination Insource and Outsource, provides the low risk to the state while allowing competitive market

forces to keep the total cost of service delivery low. This option leverages DMS' existing staffing and service capabilities.

#### **6.4 Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only)**

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing MCS portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option outsources all mobile communication services and operations to the service provide while DMS acts only as a distribution channel. Support for air card services would be maintained by DMS until adequate time has been provided for a migration of services to the provider. This option leverages DMS' existing staffing and service capabilities.

#### **6.5 Recommendation**

It is recommended that DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) as outlined by Option 2. This procurement should identify and incorporate the evolution of new mobile communication technologies and service offerings.

With the evolution of a Public Safety mobile communication network, consideration should be given to a multiple ITN approach.

### **7 Business Case Recommendations Summary**

The following section is provided as an overall summary of recommendations collected from throughout the business case. They represent key points that should be considered as DMS moves forward with its chosen path for MCS.

Recommendations include:

1. DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) to maintain its currently structured mobile communications services portfolio as outlined by Option 2.
2. The MCS solution should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
3. Internal support for closed user group should work with all providers to establish a private network access to MyFloridaNet.
4. Timely review of services and offerings which allows DMS to provide the most advanced mobile communication services. Market technology such as signal boosters and wearable technology are driving the need for data consumption and consumer demands.

5. Prioritize the review of current SLA requirements to ensure MCS customers are receiving the best possible service in a continuously evolving market.
6. DMS develop and implement SLAs that require consistent and timely reporting of device type, usage of service type, plans and features, and other valuable informational data is necessary. This reporting data is needed for service evaluation and monitoring, and future analysis of the Mobile Communication Services contract to ensure the most advantageous services and pricing for the State of Florida.
7. DMS maintain the necessary resources and support staff needed to manage the MCS air card users, closed user group, and its potential growth of new users. Service delivery for this offering must be managed end-to-end within the delivery configuration to ensure proper network administration is maintained. Further, all back-office functions (customer service requests and invoicing) must be properly maintained by DMS resources.
8. Create a report template to be distributed and used monthly by all contracted service providers to ensure consistency and ease of review.
9. DMS maintain the necessary resources and support staff needed for contract management and SLA monitoring to ensure proper service quality for the State of Florida.
10. Tiered or bulk pricing offerings should be explored.
11. The MCS procurement should have the goals of improved SLAs, improved reporting, and continued low pricing.

## 8 State Business Process & Policies

*Section 287.0571 (4)(i), F.S. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.*

In the context of the SUNCOM service portfolio, there are no impacts to existing state agency processes or policies that are not currently being managed effectively by DMS. The intended service delivery maintains a current steady state of services to all SUNCOM customers and as such the new MCS procurement does not present any additional burden on the state.

## 9 Performance Metrics Review

*Section 287.0571 (4) (j), F.S. A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.*

The current MCS contracts contain Service Level Agreements (SLAs). After review of these SLAs, the performance standards and measurements that should be met to ensure adequate performance includes:

Escalations – any future contract(s) should continue to require escalation procedures to maintain a high level of customer service to Customers.

Migration – any future contract(s) should continue to require migrations be completed within 120 days of Contract execution to maintain a high level of customer service to Customers, and a robust standard of project management.

Maintenance – any future contract(s) should continue to require notification for planned and unplanned maintenance that could affect service delivery to maintain a high level of customer service to Customers.

Appliance Failover – any future contract(s) should continue to require rapid failover to the secondary IPsec Virtual Private Network (VPN) appliance to maintain connectivity to MFN.

In addition to current SLAs, the following recommended performance standards will ensure adequate performance:

Contractor Staffing – any future contract(s) should ensure that key staffing positions are filled with personnel with the appropriate experience and qualifications with remedies for identified deficiencies.

Contractor meetings – any future contract(s) should ensure that the Department is able to adequately monitor the contracts. Ongoing operational and topic specific meetings are an appropriate tool to assist with such monitoring.

Project Management – any future contract(s) should ensure that the Department is able to adequately monitor the transition from current to future contracts. The transition should be conducted in an optimal way to achieve the standards of transition.

Billing and Reporting – any future contract(s) should ensure that the Department is able to receive invoices, credits, and reporting on cost recovery and direct billed accounts in a timely manner with all required information. Additionally, future contract(s) should require Public Safety specific reporting on Customer utilization.

Public Safety – any future contract(s) that offer public safety specific options should require a high standard of coverage across the State, compliance with industry standards for Public Safety LTE communication, and offer deployable technologies for emergency situations. Additionally, the future contract(s) should ensure Public Safety Customers have local control to enact priority and preemption of their service, a local control portal, and Public Safety specific customer support.

## 10 Projected Timeframe

*Section 287.0571 (4)(k), F.S. The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.*



The MCS procurement to contract expiration timeline is suggested to be established for five years, with a renewal/evaluation interval at year five, at which time new negotiations for service features and reduced pricing should take place. This contract should be put in place prior to the expiration of existing MCS contracts to allow for any migration of services needs to be met with a new portfolio of services.

See 5.5.5 for the presentation of the projected timeline and key events.

## 11 Public Records Compliance

*Section 287.0571 (4) (l), F.S. A plan to ensure compliance with the public records law.*

The procurement and a subsequent awarded contract should state that any and all records produced are subject to Ch. 119, Florida Statutes. The service provider shall allow DMS access to all documents, papers, letters, or other material subject to Ch. 119, Florida Statutes for which public record requests are made or received by the department.

## 12 Contingency Plan

*Section 287.0571 (4) (m), F.S. A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.*

Using multiple providers as a strategy to achieve maximum coverage also minimizes the need for contingency planning related to contractor nonperformance. Having multiple contracts facilitates end-users discontinuing services from a nonperforming provider. DMS anticipates continuing its contract strategy where there are no term commitments for devices, therefore any costs related to Contractor nonperformance would be limited to the cost of moving any locked phones for one provider to another.

Future contracts should maintain provisions to address the termination for cause in the event of non-performance by the Contractor and remedies for non-performance consistent with those available in rule 60A- 1.006, F.A.C.

DMS should include SLAs in the contract in the event the service provider does not meet established performance expectations. The SLAs should provide incentive for a contractor to cure problems with performance before an event of default occurs.

Suggested Remedies for DMS for Default and Obligations upon Termination:

- Terminate the contract by providing the service provider with appropriate written notice of the effective date of termination;
- Seek equitable relief and/or institute legal proceedings against the service provider to collect payment of any money owed including, but not limited to, re-procurement costs, system replacement costs, and liquidated damages; and initiate proceedings to have service provider placed on the Suspended Vendor

list;

- Once placed on the Suspended Vendor list, state agencies will be advised not to do business with the service provider without written approval from State Purchasing until the state receives reimbursement for all re-procurement costs.

Recommended Termination Assistance Services:

- Service provider must cooperate fully with DMS and any new service provider;
- All processes and procedures performed by the service provider must be explained and appropriate documentation provided for each service layer under contract;
- Answer questions related to the migration and transition of services; and
- Termination assistance services rendered prior to the termination date of the contract will be at no additional cost to DMS. Services rendered after termination of the contract will be at a reasonable rate.

## 13 Transition Plan

*Section 287.0571 (4) (n), F.S. A state agency's transition plan for addressing changes in the number of agency personnel, affected business processes, employee transition issues, and communication with affected stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.*

Subsection 287.0571(4)(n), F.S., requires a business case to address issues that may arise when work currently being done by state employees is transferred to a contractor. There is no expectation of a need to reemploy or retrain agency personnel. The DMS staff that perform services related to MCS are expected to not have changes to their roles under Option 2. Therefore, utilizing Option 2 does not require reemployment or retraining assistance and no transition plans for employees are necessary.

## 14 American With Disabilities Act Of 1990, As Amended

*Section 287.0571 (4) (o)F. S. A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.*

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications. To ensure that the service provider is compliant with state and Federal ADA laws, the procurement should request that the service provider outline a plan to identify and address any ADA concerns. Future contracts should include the requirement to comply with the provisions in Part II of Chapter 282, Florida Statutes, specifically relating to accessibility of information and technology for those with disabilities.

## **15 Contract Provisions**

This business case does not address specifics of the contract provisions as set forth in section 287.0571(5), F.S., as they will be fully defined in the ITN. The ITN will take into consideration all other sections of the business case to aid in the development of the contract language as appropriate.

**ITN No.: DMS-19/20-006**  
**Attachment E – Definitions and Acronyms**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

|               |                                                                                                                                                                                                                                                                                                                      |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access        | When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.                   |
| Business Days | Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.                                                                                                                                                                                   |
| Contractor    | The Responsive and Responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN. This definition supersedes the definition in section 287.012(7), F.S.                                                                                                                                                |
| CPNI          | Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.                                                                                                                                                                                               |
| CRR           | Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.                                                                                                                                                                                                                      |
| CSAB          | Communications Service Authorization and Billing system.<br><a href="https://portal.suncom.myflorida.com/start/#/login">https://portal.suncom.myflorida.com/start/#/login</a>                                                                                                                                        |
| Customers     | The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.                                                                                    |
| End-user      | The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.                                                                                                                                                                            |
| EUPL          | End User Price List                                                                                                                                                                                                                                                                                                  |
| HA/HR         | Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.                                                  |
| IP            | Internet Protocol                                                                                                                                                                                                                                                                                                    |
| IPsec         | An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration. |

**ITN No.: DMS-19/20-006**  
**Attachment E – Definitions and Acronyms**

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IPsec Tunnel     | Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.                                                                                                                                                                                                                                                  |
| MFN              | MyFloridaNet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| OEU              | Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations. |
| Person           | When capitalized in Sections 9 and 13 of Attachment B, Draft Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.                                                                                                                                                                                                                   |
| Reply            | A formal response to this ITN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Respondent       | An entity that submits a Reply to this ITN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| SLA              | Service Level Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| SLA Clock        | Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SNMP             | Simple Network Management Protocol                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| State            | The State of Florida                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| State Data       | All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.                                                                                                                                                                                                                                                                                                             |
| Subcontractor    | A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| VPN Concentrator | Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| VRF              | Virtual Routing and Forwarding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| WDS              | Wireless Data Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| WVS              | Wireless Voice Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Addendum No. 1 to the following Invitation to Negotiate (ITN):**

**Mobile Communication Services**

**DMS-20/21-006**

Date: November 9, 2020

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                          |                 |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------|
| Events                                                                                                                                                                                                                                                                                      | Event Time (ET) | Event Date                                               |
| ITN posted on the VBS.                                                                                                                                                                                                                                                                      |                 | October 7, 2020                                          |
| Deadline to submit questions to the Procurement Officer.                                                                                                                                                                                                                                    | 3:00 PM         | October 28, 2020                                         |
| Department's anticipated posting of answers to Respondent's questions on the VBS.                                                                                                                                                                                                           |                 | <del>November 9, 2020</del><br><b>November 16, 2020</b>  |
| Deadline to submit Reply and all required documents to the Procurement Officer.                                                                                                                                                                                                             | 2:00 PM         | <del>November 23, 2020</del><br><b>November 30, 2020</b> |
| Public Opening.<br>Conference Room 101<br>4050 Esplanade Way<br>Tallahassee, Florida 32399-0950<br><br><b>Please join my meeting from your computer, tablet or smartphone.</b><br><a href="https://global.gotomeeting.com/join/198062149">https://global.gotomeeting.com/join/198062149</a> | 3:00 PM         | <del>November 23, 2020</del><br><b>November 30, 2020</b> |

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Event Time (ET) | Event Date                                                       |
| <p><b>You can also dial in using your phone.</b><br/> United States (Toll Free): <u>1 877 309 2073</u><br/> United States: <u>+1 (646) 749-3129</u></p> <p><b>Access Code:</b> 198-062-149</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 198 062 149<br/> Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/198062149">https://global.gotomeeting.com/install/198062149</a></p>                                                                                                                                                                                                                                                                                       |                 |                                                                  |
| Anticipated Evaluations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | December 1, 2020<br><b>December 4, 2020</b> to December 30, 2020 |
| Anticipated Negotiations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 | January 4, 2021 to April 12, 2021                                |
| <p>Negotiation Team Public Meeting<br/> Conference Room 101<br/> 4050 Esplanade Way</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/> <a href="https://global.gotomeeting.com/join/432429477">https://global.gotomeeting.com/join/432429477</a></p> <p><b>You can also dial in using your phone.</b><br/> United States (Toll Free): <u>1 877 309 2073</u><br/> United States: <u>+1 (646) 749-3129</u></p> <p><b>Access Code:</b> 432-429-477</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 432 429 477<br/> Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/432429477">https://global.gotomeeting.com/install/432429477</a></p> | 10:00 AM        | April 19, 2021                                                   |

| TIMELINE OF EVENTS                                             |                 |                |
|----------------------------------------------------------------|-----------------|----------------|
| Events                                                         | Event Time (ET) | Event Date     |
| Anticipated date to post Notice of Intent to Award on the VBS. |                 | April 26, 2021 |
| Anticipated Contract Execution.                                |                 | May 2021       |

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to [agencyclerk@dms.fl.gov](mailto:agencyclerk@dms.fl.gov). It is the filing party's responsibility to meet all filing deadlines.



**Addendum No. 2 to the following Invitation to Negotiate (ITN):**

**Mobile Communication Services**

**DMS-19/20-006**

Date: November 16, 2020

To: Prospective Respondents to ITN No: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Respondent Questions and Department Answers

---

ITN No: DMS-19/20-006, is hereby amended as follows (deletions are shown by strikethrough and additions are underlined):

1. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.3.1, the third sentence, is hereby amended as follows:

For closed user groups, the Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by the State DMS and Other Eligible Users.

2. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.9, paragraph 2, is hereby amended as follows:

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. ~~The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations.~~ The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

3. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.12, paragraph 4, is hereby amended as follows:

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description ~~copy~~ of the Contractor's associated security procedures upon request.

4. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.14.3, paragraph 3, is hereby amended as follows:

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each type requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

5. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.17.1.e, is hereby amended as follows:

e. ~~Maintenance~~ Notifications, SLA B7, B8, B9 (Subsections 3.19.4)

6. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.19.4, is hereby deleted in its entirety and replaced as follows:

4. Notifications. Electronic notifications are required during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.** Electronic notifications are required in advance of maintenance activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, and estimated duration of the service impact. **Attachment C, SLA-B8 and SLA-B9.**

7. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.23.1, is hereby amended as follows:

1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).

8. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.26.3, is hereby amended as follows:

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain one (1) WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

9. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 4.5, is hereby amended as follows:

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices ~~equipment~~ (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) ~~sixty (60)~~ Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer ~~State agencies~~ regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

10. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.8, Work Orders, is hereby amended to delete the following:

**Attachment C, SLA-G1.**

11. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.10, Invoicing Requirements, is hereby amended as follows:

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

12. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 5.12, Audit of Contractor Invoices, is hereby amended with the following text added:

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an

electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) one (1) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) one (1) billing cycles, the charges will be adjusted as determined by DMS.

13. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 6.6, Customers Liability is hereby amended with the following text added:

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

14. ITN No: DMS-19/20-006, Attachment C: Service Level Agreements, SLA-B7, SLA-G2, and SLA-G3 are hereby amended as follows:

| Service Category                                       | SLA Number | Deliverable Title                                                       | Performance Metric                                                                                                                                                                                                                                                                            | Financial Consequence<br><br>All calendar days, unless otherwise stated | Additional SLA Clock Information                                                                                                                                                                                                                                              |
|--------------------------------------------------------|------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services and Devices for Mobile Communication Services | SLA-B7     | Notification, Significant Service Impact <del>Planned Maintenance</del> | Notification of <u>significant service impact</u> received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. <del>received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4</del> | \$2,500 per failure to notify                                           | The SLA is measured by the Contractor's logs and emails.<br><br>The SLA applies automatically <u>one (1) hour after the determination of significant service impact</u> , <del>two (2) Business Days prior to any planned maintenance for which notice is not provided.</del> |
| Direct Ordering and Billing                            | SLA-G2     | Direct-Billed Accounts Monthly Report                                   | A Direct-Billed Accounts Monthly Report will be provided no later than the <u>30<sup>th</sup></u> <del>15<sup>th</sup></del> of the month on all direct-billed accounts, in accordance with SOW subsection 6.4                                                                                | \$1,000 per day                                                         |                                                                                                                                                                                                                                                                               |
| Direct Ordering and Billing                            | SLA-G3     | Direct-Billed Accounts Quarterly Report                                 | A Direct-Billed Accounts Quarterly Report will be provided no later than the <u>30<sup>th</sup></u> <del>15<sup>th</sup></del> of the month on all direct-billed accounts, in accordance with SOW subsection 6.5                                                                              | \$1,000 per day                                                         |                                                                                                                                                                                                                                                                               |

**Enclosure:**  
Questions and Answers

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to [agencyclerk@dms.fl.gov](mailto:agencyclerk@dms.fl.gov). It is the filing party's responsibility to meet all filing deadlines.

**Invitation to Negotiate  
Mobile Communication Services  
ITN No. DMS-19/20-006  
Questions and Answers**

The Department's answers to timely submitted questions are below.

| Question Number | Section    | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Answer                                                                                                                                                                                                                                                                                                           |
|-----------------|------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1               | ITN, 3.6.1 | 12          | <p>We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN.</p> <p>Section 3.6.1 requires minimum compliance with "Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement."</p> <p>This renders this ITN open to only AT&amp;T, T-Mobile and Verizon.</p> <p>Am I reading this correctly?</p> | <p>No. Please see the entirety of ITN Section 3.6.1, including:</p> <p>"A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements."</p> |
| 2               | N/A        | N/A         | Would it be possible to supply the SOW and required forms in Microsoft Word format for recently released ITN # DMS-19/20-006?                                                                                                                                                                                                                                                                                                                                               | Vendors may contact the Procurement Officer in writing via email to request Attachment A, Statement of Work (SOW), in Microsoft Word format. Only the SOW will be provided in Microsoft Word format.                                                                                                             |
| 3               | N/A        | N/A         | Would the State please provide a word version of each ITN document?                                                                                                                                                                                                                                                                                                                                                                                                         | Please see Answer No. 2.                                                                                                                                                                                                                                                                                         |
| 4               | ITN, 1.3   | 4           | When will the new agreement commence – May 2021 or after expiration of existing agreement?                                                                                                                                                                                                                                                                                                                                                                                  | The anticipated contract execution date is May 2021 to allow time for migration to new Contract(s), if awarded.                                                                                                                                                                                                  |
| 5               | ITN, 1.3   | 4           | Will the agreements run concurrently?                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes. The Department expects any Contracts entered into as a result of this ITN to be concurrent.                                                                                                                                                                                                                 |
| 6               | ITN, 1.8   | 5           | Will the State please consider extending the final deadline one month due to the complexity of the RFP?                                                                                                                                                                                                                                                                                                                                                                     | No.                                                                                                                                                                                                                                                                                                              |

| Question Number | Section                                                                    | Page Number | Question                                                                                                                                                                                                                                                                                                   | Answer                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|----------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7               | ITN, 1.8                                                                   | 6           | Will the State provide answers to Respondents questions as available (before 11/9)? Respondents would like answers ASAP to confirm about ability to support requirements.                                                                                                                                  | These answers to Respondent's timely submitted questions are being posted in accordance with Section 1.8, Timeline of Events, of the ITN.                                                                                                                                                                                                                         |
| 8               | Attachment A – Statement of Work                                           | N/A         | For requirements that do not allow comment, how should Respondents provide clarifications regarding our ability to support the request?                                                                                                                                                                    | See ITN section 4.4, Negotiations.<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                                         |
| 9               | Attachment A – Statement of Work: 4.4 & 4.8                                | 54-55       | Requirement 4.4 only references 3GPP and does not synch with 4.8 NPSTC standards. Does the State require Respondents to certify NPSTC compliance prior to (or during) the proposal stage?                                                                                                                  | Subsection 4.4 requires public safety service plans and devices to adhere to the 3GPP standard. Subsection 4.8 requires the Contractor to demonstrate that a PTT device or service adheres to the NPSTC standard before it can be advertised or marketed as 'mission critical.'<br><br>Respondents are not required to certify NPSTC compliance in their Replies. |
| 10              | Attachment A – Statement of Work & Attachment C – Service Level Agreements | SLA-F2      | Please confirm which requirement SLA-F2 applies.                                                                                                                                                                                                                                                           | SLA-F2 applies to SOW subsection 5.10.<br><br>Please see Section 11 of Addendum No. 2.                                                                                                                                                                                                                                                                            |
| 11              | Attachment A – Statement of Work & Attachment C – Service Level Agreements | SLA-G1      | Please confirm SLA-G1 applies to 6.2 (not 5.8).                                                                                                                                                                                                                                                            | Confirmed, SLA-G1 applies to SOW subsection 6.2.<br><br>Please see Section 10 of Addendum No. 2.                                                                                                                                                                                                                                                                  |
| 12              | Attachment A – Statement of Work: 5.8                                      | 60          | Does 5.8 Work Orders have an associated SLA? If yes, please confirm SLA#.                                                                                                                                                                                                                                  | No.                                                                                                                                                                                                                                                                                                                                                               |
| 13              | ITN, 3.6.1                                                                 | 12          | The State of Florida's minimum qualification requirement for 3.6.1, for being a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population, significantly limits competition. Many potential bidders, who have proven their ability to | Section 3.6.1 will remain the same.                                                                                                                                                                                                                                                                                                                               |



| Question Number | Section                                       | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Answer                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|-----------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                               |             | add value to large enterprise and Government customers, do not have the proper FCC certifications. <b><i>We are a facilities based network provider with POPs all over the country and we have relationships with all major wireless providers which gives us carrier-agnostic wireless coverage of well over 90% of the nation's non-rural population.</i></b> We believe <b><i>there are additional companies</i></b> that can add significant value that may not have proof of the volume of coverage. Can the State of Florida revise this requirements to be less restrictive to encourage more competition? |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14              | N/A                                           | N/A         | Would D.M.S. accept responses from a Mobile Virtual Network Operator (MVNOs) if it creates more competition amongst all of the respondents and ultimately better competitively priced services for SUNCOM customers?                                                                                                                                                                                                                                                                                                                                                                                              | Mobile Virtual Network Operators (MVNOs) are not precluded from submitting a Reply.<br><br>The Department interprets facilities-based mobile wireless service providers for the purpose of this procurement to include vendors that provide the services using their own network facilities and spectrum for which it holds a license, manages, or for which it has obtained the right to use via a spectrum leasing arrangement. |
| 15              | Attachment A – Statement of Work: 1.1.5 & 4.2 |             | Under sections 1.1.5 and 4.2 which center around public safety. Would D.M.S. disqualify vendors who don't have access to Firstnet and other Wireless Priority Access on smartphones or is this an optional subsection that would only apply to Suncom customers in the area of Public Safety?                                                                                                                                                                                                                                                                                                                     | No. Section 4.2 is optional. Providing public safety specific devices, as referenced in section 1.1.5, is optional.                                                                                                                                                                                                                                                                                                               |
| 16              | 3.18                                          | 35          | What is the maximum SLA penalty that can be applied in any given month? Maximum CAP?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | There is no cap on the amount of SLAs that may be applied in a given month.                                                                                                                                                                                                                                                                                                                                                       |
| 17              | 3.18.5                                        | 36          | What will serve as validation for the contractor that this report was received on time by DMS?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General                                                                                                                                                                                                                                                                                |

| Question Number | Section | Page Number | Question                                                                                        | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------|---------|-------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |         |             |                                                                                                 | Overview, “[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.                                                                                                                                                    |
| 18              | 3.19.1  | 37          | What will serve as validation for the contractor that this report was received on time by DMS?  | The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, “[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required. |
| 19              | 3.19.4  | 37          | What will serve as validation for the contractor that this message was received on time by DMS? | The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, “[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required. |
| 20              | 3.19.4  | 37          | How will discrepancies between Contractors time stamping and DMS time stamping be resolved?     | The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, “[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required. |

| Question Number | Section | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Answer                                                                                                                                                                                                                                                                                                             |
|-----------------|---------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21              | 2       | 4           | In ATTACHMENT B - DRAFT CONTRACT, the "Contract and Documents Hierarchy" is not consistent with the actual ITN Attachments A through E. For example, Section 2 (1-7) identifies Attachment A as "Definitions and Acronyms" whereas, it is Attachment E in the ITN Attachments. It also refers to Attachment C as "Contractor's Pricing" with three Exhibits whereas Attachment C is "Service Level Agreements" in the ITN documents. Please provide further clarification. | Section 2, Contract Documents and Hierarchy, of the Draft Contract specifies the order of precedence for the resulting Contract(s), if any. The documents are not intended to match the ITN attachments and are updated prior to Contract execution to follow the typical naming convention (e.g., A, B, C, etc.). |
| 22              | 6.6     | 65          | The document indicates that there are 66 total pages but there are only 65 pages provided in Attachment A. Is there a missing page?                                                                                                                                                                                                                                                                                                                                        | This is a clerical error and Attachment A: Statement of Work should read 65 pages.                                                                                                                                                                                                                                 |
| 23              | 6.6     | 65          | There are no instructions at the end of Section 6 "Direct Ordering and Billing". Did The State intend to include specific instructions or a "Read, understands, and will comply" statement at the end of the section?                                                                                                                                                                                                                                                      | Please see Section 13 of Addendum No. 2.                                                                                                                                                                                                                                                                           |
| 24              | 1.8     | 6           | In ITN Document, under the "Timeline of Events", the respondent requests a two month extension to January 29, 2021 based on holiday staffing issues.                                                                                                                                                                                                                                                                                                                       | No.                                                                                                                                                                                                                                                                                                                |
| 25              | 4.5     | 54          | What is the limit on the number of device demos required? Currently, the Vendor is contracted for up to 10 demo devices.                                                                                                                                                                                                                                                                                                                                                   | Please see Section 9 of Addendum No. 2.                                                                                                                                                                                                                                                                            |
| 26              | 4.8     | 55          | Does the statement; "Mission critical push-to-talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical", as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department." include the statements 3GPP MCPTT compliant?                 | 3GPP MCPTT compliance is not required for NPSTC compliance, but the Department reserves the right to discuss additional compliance requirements during negotiations in accordance with ITN section 4.4, Negotiations.                                                                                              |

| Question Number | Section                             | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Answer                                                                                                                                                    |
|-----------------|-------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27              | 4.8                                 | 55          | Does the reference to "the Department" refer to NPSTC or State of Florida DMS?                                                                                                                                                                                                                                                                                                                                                                                                                    | State of Florida, DMS                                                                                                                                     |
| 28              | 4.8                                 | 55          | Please confirm that is the correct use for compliance testing.<br><a href="https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc">https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc</a><br>- Included In Question Attachment 1 - Question Attachment 1 - Mission Critical Voice Communications                                                                                                                                                            | Confirmed.                                                                                                                                                |
| 29              | ITN, 1.8                            | 5           | Will the State please consider extending the deadline for questions two weeks due to the complexity of the RFP?                                                                                                                                                                                                                                                                                                                                                                                   | No.                                                                                                                                                       |
| 30              | ITN, 1.8                            | 5           | Will Respondents be able to ask follow-up questions on the complete Respondent answers scheduled to be release on 11/9?                                                                                                                                                                                                                                                                                                                                                                           | No. Respondents invited to participate in negotiations will be permitted to ask additional questions during the negotiations phase.                       |
| 31              | Attachment A – Statement of Work, 2 | 13-16       | Will the State agree to add "or equivalent experience" to each Key Staff Position descriptions as follows:<br><br>The (POSITION) shall possess the following minimum qualifications, <u>or equivalent experience</u> :<br><br>2.2 Key Staff Position - Account Manager<br>2.3 Key Staff Position - Project Manager<br>2.4 Key Staff Position - Business Operations Manager<br>2.5 Key Staff Position - Engineering and Design Manager<br>2.6 Key Staff Position - Operations and Security Manager | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |

| Question Number | Section                               | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Answer                                                                                                                                                           |
|-----------------|---------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32              | Attachment A – Statement of Work, 2   | 13          | <p>Will the State agree to modify the language “The (POSITION) or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year” to state the following: <u>“24x7x365 support will be available through a Care team.”</u></p> <p>Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.</p>                                                                                     | <p>See ITN section 4.4, Negotiations,</p> <p>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.</p> |
| 33              | Attachment A – Statement of Work, 2.3 | 14          | <p>Will the State agree to remove minimum qualification #5 from Section 2.3 Key Staff Position - Project Manager? While the Respondent will agree to meet all other qualifications for this Key Staff Position, it is respectfully requested that the certification requirement be removed to allow more flexibility in staffing.</p>                                                                                                                               | <p>See ITN section 4.4, Negotiations,</p> <p>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.</p> |
| 34              | Attachment A – Statement of Work, 3.3 | 18          | <p>Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?</p>                                                                                                                                                                                                                                                                                                                                                 | <p>The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.</p>                                                        |
| 35              | Attachment A – Statement of Work, 3.3 | 18          | <p>Will the State agree to modify this sentence in Section 3.3 to delete the phrase “owned by the State and Other Eligible Users” and replace the language with “public IP address owned by Contractor”?</p> <p>The revised language would read as follows: “The Contractor must configure both 1) public IP addresses owned by Contractor <del>the State and Other Eligible Users</del> and 2) private IP addresses furnished by DMS and Other Eligible Users.</p> | <p>Please see Section 1 of Addendum No. 2.</p>                                                                                                                   |
| 36              | Attachment A – Statement of Work, 3.4 | 19          | <p>Please confirm OEU's are not permitted to order and bill through their own instance in the-CSAB portal.</p>                                                                                                                                                                                                                                                                                                                                                      | <p>The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.</p>                                                        |

| Question Number | Section                               | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------|---------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 37              | Attachment A – Statement of Work, 3.5 | 20          | What are the Direct-Billed OEU's permitted to do and/or order within the State CSAB?                                                                                                                                                                                                                                                                                                                                                                                                                              | OEU's are not restricted from ordering from the CSAB portal, its functionality is available to all Customers. This can be further discussed in negotiations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 38              | Attachment A – Statement of Work, 3.6 | 24          | Please confirm the State will continue to own and maintain all of the MFN equipment and circuitry.                                                                                                                                                                                                                                                                                                                                                                                                                | Confirmed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 39              | Attachment A – Statement of Work, 3.6 | 24          | Please confirm the Respondent will maintain equipment and capacity on the Respondent side.                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Please see subsection 3.6 (page 21). "In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator."</p> <p>Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software."</p> <p>See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.</p> |
| 40              | Attachment A – Statement of Work, 3.9 | 28          | <p>Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"?</p> <p>The Respondent will assist with the deployment and ongoing deployment / kitting support for bulk orders of (50) or more. Basic power on / connectivity testing including a QA process sampling for application load is performed for bulk orders by our kitting and staging partners. The State will have support available to</p> | Please see Section 2 of Addendum No. 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Question Number | Section                                  | Page Number | Question                                                                                                                                                                                                                                                                                                       | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------|------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                          |             | troubleshoot issues related to connectivity, CUG, Failover, etc.                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 41              | Attachment A – Statement of Work, 3.12   | 29          | The Respondent respectfully requests the following be removed from this requirement: “The Contractor will provide DMS a copy of the Contractor’s associated security procedures upon request.” Respondent security procedures are considered proprietary. Respondent will communicate details where necessary. | Please see Section 3 of Addendum No. 2.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 42              | Attachment A – Statement of Work, 3.14.3 | 32          | Is this requirement per agency and per event?                                                                                                                                                                                                                                                                  | Per event, not per agency.<br><br>Please see Section 4 of Addendum No. 2.                                                                                                                                                                                                                                                                                                                                                                                    |
| 43              | Attachment A – Statement of Work, 3.14.3 | 32          | Does the State intend to keep or return devices to the Respondent after the emergency event?                                                                                                                                                                                                                   | Return.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 44              | Attachment A – Statement of Work, 3.15   | 33          | Please confirm the State will be financially responsible for the MFN equipment and circuitry including VPN concentrators, circuits, and infrastructure components.                                                                                                                                             | Please see subsection 3.15 (page 33). “The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.”<br><br>See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet. |
| 45              | Attachment A – Statement of Work, 3.17   | 34          | Please further describe what statistics on products/services from a high level to a detailed level the State is looking for Respondents to provide.                                                                                                                                                            | The Department will provide additional information at the time of request when the items specified in section 3.17.2 are requested from the Contractor.                                                                                                                                                                                                                                                                                                      |
| 46              | Attachment A – Statement of Work, 3.17   | 34          | What information does the State wish to receive regarding device trends?                                                                                                                                                                                                                                       | Please see Answer No. 45.                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Question Number | Section                                | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Answer                                                                 |
|-----------------|----------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 47              | Attachment A – Statement of Work, 3.19 | 37          | Please confirm the DMS will funnel escalations from agencies and OEU to the Respondent as opposed to individual agencies and OEU escalating directly to the Respondent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | OEU's, State agencies, and DMS may contact the Contractor(s) directly. |
| 48              | Attachment A – Statement of Work, 3.19 | 37          | <p>If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. Will the State agree to modify SOW subsection 3.19 to modify (4) with the following revised language?</p> <p>Notifications. Notifications must be provided for <del>planned</del>, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) <del>a planned maintenance which may potentially cause a service outage;</del> 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 2) unplanned maintenance for significant unplanned maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. <b>Attachment C, SLA-B7, B8, and B9.</b></p> | Please see Section 6 of Addendum No. 2.                                |
| 49              | Attachment A – Statement of Work, 3.23 | 41          | SOW subsection 3.23(1) states that the Contract shall "Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)." Can the State please confirm that the citations to subsection 3.27.5(1)(b) and 3.27.5(1)(c) are the correct subsections? There does not appear to be subsections with these numbers in the SOW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Please see Section 7 of Addendum No. 2.                                |



| Question Number | Section                                    | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Answer                                                                                                                                                                                                                                                                                                                                            |
|-----------------|--------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50              | Attachment A – Statement of Work, 3.23 (7) | 41          | Will the State agree to revise SOW Subsection 3.23(7)(c) to revise the statement “Migration does not include new Customers or Customers changing their services after migration” to state, “Migration does not include new Customers, <del>or</del> Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle.” Non-State agencies and are not required to use this Contract and Contractors, both incumbent and non-incumbent, should not be required to migrate those Customers to this new Contract if the non-State agency opts to utilize a different contract vehicle. | See ITN section 4.4, Negotiations.<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                         |
| 51              | Attachment A – Statement of Work, 3.26.2   | 47          | Respondent respectfully requests the following be removed from this requirement: “costs and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI),”.<br><br>This portion of the requirement is not applicable to a fixed-priced wireless contract.                                                                                                                                                                                                                                                                                                                                                      | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                         |
| 52              | Attachment A – Statement of Work, 3.26.2   | 47          | Respondent requests that the State clarify that the Contractors have up to 18 months to complete the Project Implementation Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Contract Nos. DMS-10/11-008A – C expire January 19, 2022. The Contract(s), if any, resulting from this ITN are anticipated to be executed in May 2021. This leaves eight (8) months for implementation. The timeframe for each awarded Contractor’s implementation will be agreed upon in the Implementation and Migration Plan.                  |
| 53              | Attachment A – Statement of Work, 3.26.3   | 48          | Please clarify the State’s expectations for the Operations Guide. What type of topics and information would the State like included in the Guide?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | During the Implementation Phase, some details related to “engineering, operational, and business processes” will need to be agreed upon between the Department and the Contractor(s). Once those standard operating procedures are written, they are to be collected and published as the Operations Guide. “At a minimum, the guide must include |

| Question Number | Section                                      | Page Number | Question                                                                                                                                                                                                                                                                            | Answer                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------|----------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                              |             |                                                                                                                                                                                                                                                                                     | <p>ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.”</p> <p>A specific example of a topic to be included in the guide will be the answer to the question, “How should the Contractor notify the State when a device is not available at the point of order?”</p> <p>See also Section 8 of Addendum No. 2.</p> |
| 54              | Attachment A – Statement of Work, 3.26.5 (c) | 49          | Please define ‘non-incumbent’.                                                                                                                                                                                                                                                      | Non-incumbent Contractors would be any vendors the Department contracts with as a result of this ITN that do not currently have an MCS Contract with the Department.                                                                                                                                                                                                      |
| 55              | Attachment A – Statement of Work, 4          | 53          | Specific to 4. Public Safety Service Plans and Devices, are Respondents permitted to not bid on this section of the ITN?                                                                                                                                                            | Yes.                                                                                                                                                                                                                                                                                                                                                                      |
| 56              | Attachment A – Statement of Work, 4          | 53          | Should the Respondent be unable to meet all Public Safety specifications as written, will there be an opportunity for Respondent to add specified services after award should those specifications be met?                                                                          | Contract terms may be negotiated in accordance with ITN Section 4.4, Negotiations; however, Contract terms can only be changed after Contract execution via amendment, in accordance Section 19.10, Modification and Severability, of Attachment B, Draft Contract.                                                                                                       |
| 57              | Attachment A – Statement of Work, 4          | 53          | Should the Respondent be unable to meet all Public Safety specifications as written, would DMS allow Respondent’s Public Safety solutions onto the contract to allow local entities to purchase such using the FL MCS contract, if they so deemed these solutions meet their needs? | <p>See ITN section 4.4, Negotiations,</p> <p>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.</p>                                                                                                                                                                                                          |
| 58              | Attachment A – Statement of Work, 4          | 53          | Should the Respondent need development time to meet the Public Safety specifications as written, could the Respondent be allowed a 12 month time period after award to meet such expectations, knowing no sales would occur until the specifications are met?                       | <p>See ITN section 4.4, Negotiations,</p> <p>However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.</p>                                                                                                                                                                                                                   |

| Question Number | Section                               | Page Number | Question                                                                                                                                                                                                                  | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------|---------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 59              | Attachment A – Statement of Work, 4   | 53          | Should the Respondent meet several of the Public Safety specifications and provide significant advantages in price or other capabilities, will it still be considered as an option for the State?                         | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                                                                                                                |
| 60              | Attachment A – Statement of Work, 4.5 | 54          | What aspects of the Public Safety offer is the State looking to be demonstrated?                                                                                                                                          | Test devices required by section 4.5 (wireless demonstration equipment) could be any device the awarded Contractor(s) are proposing for addition in their catalogs as a public safety device.                                                                                                                                                                                                                                            |
| 61              | Attachment A – Statement of Work, 4.7 | 55          | The Respondent requests the State strike 'device type' from this requirement. Responder does not always have access to this data, such as in a BYOD scenario.                                                             | The Contractor will not be required to provide information that is not available.                                                                                                                                                                                                                                                                                                                                                        |
| 62              | Attachment A – Statement of Work, 5.3 | 58          | Please confirm the State's definition of inventory for this requirement (services or equipment)?                                                                                                                          | Inventory is described in subsection 5.9, Inventory.                                                                                                                                                                                                                                                                                                                                                                                     |
| 63              | Attachment A – Statement of Work, 5.9 | 58          | How should the Respondent notify the State when a device is not available at the point of order?                                                                                                                          | This level of detail related to this business process will be developed during the implementation process.                                                                                                                                                                                                                                                                                                                               |
| 64              | Attachment A – Statement of Work, 5.5 | 59          | Please provide a sample CSAB Service Catalog.                                                                                                                                                                             | The requested information can be found on the Contractor's EUPLs, which are uploaded into the CSAB Service Catalog. The Department's current EUPLs can be accessed at: <a href="https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services">https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services</a> |
| 65              | Attachment A – Statement of Work, 5.6 | 59          | Will the State please confirm the 0.7% transaction fee that all vendors must collect for sales made on the MyFloridaMarketPlace (MFMP) online procurement system is not subject to the rules/requirements in section 5.6? | Confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Question Number | Section                                | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Answer                                                                                                                                                     |
|-----------------|----------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 66              | Attachment A – Statement of Work, 5.9  | 6.1         | Please confirm the State wants a view into only the active inventory on CSAB for the DMS account, as opposed to Contractor's available device inventory.                                                                                                                                                                                                                                                                                                                                                                                                                       | The State is not requiring a view into the Contractor's available device inventory.                                                                        |
| 67              | Attachment A – Statement of Work, 5.10 | 61          | Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The Respondents bill-cycles don't align with the calendar month.                                                                                                                                                                                                                                                                                                                                                                                                         | A full month cycle of service is needed. Bill cycle does not have to begin on the 1 <sup>st</sup> of each month and end on the 30 <sup>th</sup> .          |
| 68              | Attachment A – Statement of Work, 5.10 | 61          | Is the State willing to agree to modify the timeframe for the following sentence "for electronic files for the CSAB portion must be received no later than <del>the 10th calendar day</del> of each month" to "15 business days" from this requirement? The Respondents billing process requires the additional time to complete our internal steps.                                                                                                                                                                                                                           | Ten (10) calendar days after the bill cycle completes for DMS CSAB accounts; however, if billed directly to Customer, no billing detail is needed for DMS. |
| 69              | Attachment A – Statement of Work, 5.11 | 61          | Is this Substantiating Detail File specific to the CSAB bill file or required for all accounts purchasing under the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The invoice substantiation file is specific to CSAB individual bills required under the Contract.                                                          |
| 70              | Attachment A – Statement of Work, 5.11 | 61          | Please provide definition for unique ID?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CSAB inventory number.                                                                                                                                     |
| 71              | Attachment A – Statement of Work, 5.12 | 62          | The Respondent respectfully asks for the following modification to this requirement:<br>"DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) <del>one (1)</del> billing cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. <del>If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.</del> " | Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.         |

| Question Number | Section                                     | Page Number | Question                                                                                                                                                                                                                                | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------|---------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 72              | Attachment A – Statement of Work, 5.16      | 62          | Is the State willing to agree to remove the phrase “based on a calendar month” from this requirement? The respondent bill-cycles don’t align with the calendar month.                                                                   | Please see Answer No. 67.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 73              | Attachment A – Statement of Work, 6         | 63          | In regards to “By acceptance of an MFMP purchase order” does this refer to standard punch-out CXML PO specification?                                                                                                                    | MFMP purchase order routing is typically discussed once the Department and Contractor begin testing the MFMP punchout catalog during the Implementation Phase. The Contractor has two (2) options for order routing: email or electronic via the Ariba Network. If the Contractor elects to use email order routing, orders will be sent as an attachment using HTML format. If the Contractor elects to use electronic order routing, orders will be sent via cXML. |
| 74              | Attachment A – Statement of Work, 6.3 & 6.4 | 64          | Please define “Customer corporate identifier”.                                                                                                                                                                                          | The corporate identifier is found in reports and statements (bills) associated with direct-billed accounts. This static entry is created by the Contractor. It allows Customers and DMS to recognize reports and statements as generated under the Contract.                                                                                                                                                                                                         |
| 75              | Attachment A – Statement of Work, 6.4       | 64          | Can the State please provide a template for this report?                                                                                                                                                                                | There is no template for the Direct-Billed Monthly Report. It is provided by the Contractor and subject to DMS final approval.                                                                                                                                                                                                                                                                                                                                       |
| 76              | Attachment A – Statement of Work, 6.5       | 65          | Can the State please provide a template for this report?                                                                                                                                                                                | There is no template for the Direct-Billed Quarterly Report. It is provided by the Contractor and subject to DMS final approval.                                                                                                                                                                                                                                                                                                                                     |
| 77              | Attachment A – Statement of Work, 6.5       | 65          | The Respondent requests the State strike ‘device type’ from the Quarterly Reporting of Direct-Billed Accounts. Responder does not always have access to this data, such as in a BYOD scenario.                                          | Please see Answer No. 61.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 78              | Attachment C – Service Level Agreements     | 1           | Respondent requests a limitation on financial penalties be included in Attachment 3, Service Level Agreement to limit each individual SLA to a cap of not more than 2% of monthly revenue per SLA, with an aggregate monthly cap across | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                                                                                                                                            |

| Question Number | Section                                         | Page Number | Question                                                                                                                                                             | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------|-------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                                 |             | all SLAs in Attachment 3 of not more than 5% of monthly revenue under the Contract.                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 79              | Attachment C – Service Level Agreements         | 1           | Will the State confirm that one, multiple, or recurring violations of an SLA will not be considered a breach of the Contract?                                        | Please see Attachment B – Draft Contract, section 11.2. “One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department’s determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor’s response, and other factors.” |
| 80              | Attachment C – Service Level Agreements         | 1           | Regarding SLA language and penalties, the ITN is not allowing any method of negotiation. Will the State reconsider, or is the only other contractor option a no-bid? | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 81              | Attachment C – Service Level Agreements         | 1           | Will SLA penalty amounts be individually negotiated with each vendor, or contract consistent for all vendors?                                                        | The Department’s intent is to have consistent SLAs across all Contracts, if multiple Contracts are awarded. However, the Department reserves the right to negotiate all terms with vendors individually.<br><br>See also ITN section 4.4, Negotiations.<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                                                                                                                                                                                       |
| 82              | Attachment C – Service Level Agreements, SLA-B1 | 2           | The Respondent respectfully requests the following changes to the financial consequence for this SLA:                                                                | See ITN section 4.4, Negotiations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| Question Number | Section                                         | Page Number | Question                                                                                                                                                                                                                                                                                        | Answer                                                                                                                                                    |
|-----------------|-------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                                 |             | \$500 <del>\$5,000</del> per connectivity issue incidence<br><del>\$5,000 per quarter hour if the failover is not successful and</del> that results in downtime of longer than 500 second                                                                                                       | However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                           |
| 83              | Attachment C – Service Level Agreements, SLA-B3 | 3           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for the SLA Compliance Report to \$250 / day.                                                                                                                                                             | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 84              | Attachment C – Service Level Agreements, SLA-B4 | 3           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for the Escalation Activity Report to \$250 / day.                                                                                                                                                        | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 85              | Attachment C – Service Level Agreements, SLA-B5 | 3           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for the Zero Usage Report to \$250 / day.                                                                                                                                                                 | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 86              | Attachment C – Service Level Agreements, SLA-B6 | 3           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for the Escalation Procedure Development and Updates to \$250 / day.                                                                                                                                      | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 87              | Attachment C – Service Level Agreements, SLA-B7 | 3           | If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. As such, Respondent requests that SLA-B7 Notification, Planned Maintenance be removed in its entirety? | Please see Section 14 of Addendum No. 2.                                                                                                                  |

| Question Number | Section                                          | Page Number | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Answer                                                                                                                                                    |
|-----------------|--------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 88              | Attachment C – Service Level Agreements, SLA-B7  | 3           | If SLA-B7 is not removed, Respondent respectfully requests reducing the financial consequence from \$2500 / day for Planned Maintenance to \$500 / day.                                                                                                                                                                                                                                                                                                                                                                                                                                                | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 89              | Attachment C – Service Level Agreements, SLA-B8  | 4           | Respondent respectfully requests reducing the financial consequence from \$2500 / day for Emergency Maintenance to \$500 / day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 90              | Attachment C – Service Level Agreements, SLA-B9  | 4           | Respondent respectfully requests reducing the financial consequence from \$2500 / day for Unplanned Maintenance to \$500 / day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 91              | Attachment C – Service Level Agreements, SLA-B10 | 5           | Will the State agree to revise SL-B10 to remove the existing Performance Metric and replace it with the following: “The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated, <del>or</del> no longer receiving services from the Contractor, <u>or for non-State agencies having selected another contract vehicle</u> . The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated <u>or for non-State agencies having selected another contract vehicle</u> .” | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 92              | Attachment C – Service Level Agreements, SLA-D17 | 8           | Respondent respectfully requests SLA-D17 be removed in its entirety because most tasks in the checklist have individual SLAs already assigned.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply. |



| Question Number | Section                                         | Page Number | Question                                                                                                                                                                                                                                                                                                                                     | Answer                                                                                                                                                                                                                                                      |
|-----------------|-------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 93              | Attachment C – Service Level Agreements, SLA-F1 | 8           | The Respondent respectfully requests the removal of this SLA due to the ambiguity of 'complete and accurate'.                                                                                                                                                                                                                                | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                   |
| 94              | Attachment C – Service Level Agreements, SLA-F1 | 8           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for delayed invoices to \$250 / day.                                                                                                                                                                                                                   | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                   |
| 95              | Attachment C – Service Level Agreements, SLA-F2 | 8           | The Respondent respectfully requests the removal of this SLA. The financial consequence could far exceed most credits and the Respondent's standard business practice it to apply credits within two (2) billing cycles.                                                                                                                     | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.                                                                                                   |
| 96              | Attachment C – Service Level Agreements, SLA-G1 | 9           | Please confirm the fees cited as previous in the following Performance Metric should be for the current quarter:<br><br>"An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2" | This is correctly stated in Attachment C, SLA-G1.<br><br>For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15 <sup>th</sup> , which is within forty-five (45) days after the end of the calendar quarter. |
| 97              | Attachment C – Service Level Agreements, SLA-G2 | 9           | The Respondent respectfully requests the following change to this requirement:<br><br>A Direct-Billed Accounts Monthly Report will be provided no later than the 30 <sup>th</sup> 45 <sup>th</sup> of the month on all direct-billed accounts, in accordance with SOW subsection 6.4                                                         | Please see Section 14 of Addendum No. 2.                                                                                                                                                                                                                    |

| Question Number | Section                                         | Page Number | Question                                                                                                                                                                                                                                                                                         | Answer                                                                                                                                                    |
|-----------------|-------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 98              | Attachment C – Service Level Agreements, SLA-G2 | 9           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for delayed invoices to \$250 / day.                                                                                                                                                                       | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |
| 99              | Attachment C – Service Level Agreements, SLA-G3 | 9           | The Respondent respectfully requests the following change to this requirement:<br><br>A Direct-Billed Accounts Quarterly Report will be provided no later than the 30 <sup>th</sup> <del>45<sup>th</sup></del> of the month on all direct-billed accounts, in accordance with SOW subsection 6.5 | Please see Section 14 of Addendum No. 2                                                                                                                   |
| 100             | Attachment C – Service Level Agreements, SLA-G3 | 9           | Respondent respectfully requests reducing the financial consequence from \$1000 / day for delayed invoices to \$250 / day.                                                                                                                                                                       | See ITN section 4.4, Negotiations,<br><br>However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply. |

**Addendum No. 3 to the following Invitation to Negotiate (ITN):**

**Mobile Communication Services**

**DMS-20/21-006**

Date: March 29, 2021

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                            |                 |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                        | Event Time (ET) | Event Date        |
| ITN posted on the VBS.                                                                                                                                                                                                                                                                                                                                                                        |                 | October 7, 2020   |
| Deadline to submit questions to the Procurement Officer.                                                                                                                                                                                                                                                                                                                                      | 3:00 PM         | October 28, 2020  |
| Department's anticipated posting of answers to Respondent's questions on the VBS.                                                                                                                                                                                                                                                                                                             |                 | November 16, 2020 |
| Deadline to submit Reply and all required documents to the Procurement Officer.                                                                                                                                                                                                                                                                                                               | 2:00 PM         | November 30, 2020 |
| Public Opening.<br>Conference Room 101<br>4050 Esplanade Way<br>Tallahassee, Florida 32399-0950<br><br><b>Please join my meeting from your computer, tablet or smartphone.</b><br><a href="https://global.gotomeeting.com/join/198062149">https://global.gotomeeting.com/join/198062149</a><br><br><b>You can also dial in using your phone.</b><br>United States (Toll Free): 1 877 309 2073 | 3:00 PM         | November 30, 2020 |

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Event Time (ET) | Event Date                                                            |
| <p>United States: <u>+1 (646) 749-3129</u></p> <p><b>Access Code:</b> 198-062-149</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 198 062 149<br/> Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/198062149">https://global.gotomeeting.com/install/198062149</a></p>                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                                       |
| Anticipated Evaluations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | December 4, 2020 to December 30, 2020                                 |
| Anticipated Negotiations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 | January 4, 2021 to <del>April 12, 2021</del><br><b>April 29, 2021</b> |
| <p>Negotiation Team Public Meeting<br/> Conference Room 101<br/> 4050 Esplanade Way</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/> <a href="https://global.gotomeeting.com/join/170310357">https://global.gotomeeting.com/join/170310357</a></p> <p><b>You can also dial in using your phone.</b><br/> United States (Toll Free): <u>1 866 899 4679</u><br/> United States: <u>+1 (571) 317-3116</u></p> <p><b>Access Code:</b> 170-310-357</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 170 310 357<br/> Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/170310357">https://global.gotomeeting.com/install/170310357</a></p> | 10:00 AM        | <del>April 19, 2021</del><br><b>May 3, 2021</b>                       |
| Anticipated date to post Notice of Intent to Award on the VBS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | <del>April 26, 2021</del><br><b>May 10, 2021</b>                      |

| TIMELINE OF EVENTS              |                 |            |
|---------------------------------|-----------------|------------|
| Events                          | Event Time (ET) | Event Date |
| Anticipated Contract Execution. |                 | May 2021   |

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to [agencyclerk@dms.fl.gov](mailto:agencyclerk@dms.fl.gov). It is the filing party's responsibility to meet all filing deadlines.

**Addendum No. 4 to the following Invitation to Negotiate (ITN):**

**Mobile Communication Services**

**DMS-19/20-006**

Date: April 27, 2021

To: Prospective Respondents to ITN No.: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-19/20-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                            |                 |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                        | Event Time (ET) | Event Date        |
| ITN posted on the VBS.                                                                                                                                                                                                                                                                                                                                                                        |                 | October 7, 2020   |
| Deadline to submit questions to the Procurement Officer.                                                                                                                                                                                                                                                                                                                                      | 3:00 PM         | October 28, 2020  |
| Department's anticipated posting of answers to Respondent's questions on the VBS.                                                                                                                                                                                                                                                                                                             |                 | November 16, 2020 |
| Deadline to submit Reply and all required documents to the Procurement Officer.                                                                                                                                                                                                                                                                                                               | 2:00 PM         | November 30, 2020 |
| Public Opening.<br>Conference Room 101<br>4050 Esplanade Way<br>Tallahassee, Florida 32399-0950<br><br><b>Please join my meeting from your computer, tablet or smartphone.</b><br><a href="https://global.gotomeeting.com/join/198062149">https://global.gotomeeting.com/join/198062149</a><br><br><b>You can also dial in using your phone.</b><br>United States (Toll Free): 1 877 309 2073 | 3:00 PM         | November 30, 2020 |

| TIMELINE OF EVENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------|
| Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Event Time (ET) | Event Date                                                          |
| <p>United States: <u>+1 (646) 749-3129</u></p> <p><b>Access Code:</b> 198-062-149</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 198 062 149<br/> Or dial directly: 198062149@67.217.95.2 or<br/> 67.217.95.2##198062149</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/198062149">https://global.gotomeeting.com/install/198062149</a></p>                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                                     |
| Anticipated Evaluations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 | December 4, 2020 to December 30, 2020                               |
| Anticipated Negotiations Phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | January 4, 2021 to <del>April 29, 2021</del><br><b>May 26, 2021</b> |
| <p>Negotiation Team Public Meeting<br/> Conference Room 101<br/> 4050 Esplanade Way</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/> <a href="https://global.gotomeeting.com/join/170310357">https://global.gotomeeting.com/join/170310357</a></p> <p><b>You can also dial in using your phone.</b><br/> United States (Toll Free): <u>1 866 899 4679</u><br/> United States: <u>+1 (571) 317-3116</u></p> <p><b>Access Code:</b> 170-310-357</p> <p><b>Join from a video-conferencing room or system.</b><br/> Dial in or type: 67.217.95.2 or inroomlink.goto.com<br/> Meeting ID: 170 310 357<br/> Or dial directly: 170310357@67.217.95.2 or<br/> 67.217.95.2##170310357</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/> <a href="https://global.gotomeeting.com/install/170310357">https://global.gotomeeting.com/install/170310357</a></p> | 10:00 AM        | <del>May 3, 2021</del><br><b>May 27, 2021</b>                       |
| Anticipated date to post Notice of Intent to Award on the VBS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 | <del>May 10, 2021</del><br><b>June 1, 2021</b>                      |

| TIMELINE OF EVENTS              |                 |                                         |
|---------------------------------|-----------------|-----------------------------------------|
| Events                          | Event Time (ET) | Event Date                              |
| Anticipated Contract Execution. |                 | <del>May 2021</del><br><b>June 2021</b> |

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to [agencyclerk@dms.fl.gov](mailto:agencyclerk@dms.fl.gov). It is the filing party's responsibility to meet all filing deadlines.