

**CONTRACT NO.: DMS-17/18-004D
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
NWN CORPORATION**

AMENDMENT NO.: 1

This Amendment No. 1 (“Amendment”) to Contract No.: DMS-17/18-004D, SUNCOM Communications Services (the “Contract”), is by and between the State of Florida, Department of Management Services (the “Department”), and NWN Corporation (the “Contractor”), collectively referred to herein as the “Parties.”

WHEREAS, the Parties entered into the Contract on July 18, 2020;

WHEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Contract Exhibit A, Section 1.5, Updates to Services or Equipment, is hereby deleted in its entirety and replaced as follows:

1.5 Updates to Services or Equipment

DMS anticipates the service’s capabilities will change over the term of the Contract and should be flexible to remain current throughout the life of the Contract. Changes and deletions in services, features, equipment, or technology offered by the Contractor in the same, alternative, or equivalent form that are within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. At DMS’s sole discretion, updates may require a Contract amendment, and any updates will not be incorporated into the Communications Service Authorization and Billing (CSAB) system without DMS’s approval. The CSAB is discussed in detail in section four (4).

When requested by DMS, the Contractor shall provide documentation on the proposed updates. This may include market research, service, equipment, and commodity specifications, industry research, and any other documentation requested by DMS. DMS may review information from the Contractor, or any other source it deems necessary and appropriate.

For updates, Contractor will at a minimum include individual pricing, and may also include bundled pricing, or bundled pricing with existing services. All elements required by section 3.11 of the ITN shall be included in the proposed pricing for updates, unless waived by DMS. DMS will not deem the proposed pricing acceptable until and unless all the following criteria is met to its satisfaction:

1. The Contractor has substantially demonstrated the pricing is competitive to market rates.
2. The Contractor has fully demonstrated the pricing is related to and is in line with currently offered pricing for similar services and equipment within the CSAB Service Catalog.
3. Where applicable, Contractor has fully demonstrated that the same percentage discount off the Manufacturers Suggested Retail Price or

- Contractor's service price list, or greater, is applied to proposed equipment pricing for similar equipment, and proposed service pricing for similar service.
4. The Contractor has fully demonstrated the pricing will be in accordance with Contract section 3.3(b) Preferred Pricing, not exceeding, on an aggregate basis, the pricing offered under comparable contracts for public entities.
 5. The Contractor shall not increase the pricing of any existing equipment, services, service packages, service bundles, or service options.
 6. Contractor will not request, and DMS will not approve, charges for non-chargeable items contemplated in section 3.5 Technology Refresh.
 7. DMS is solely responsible for the final determination on the fulfillment of the above criteria, and on accepted pricing.

If applicable, all SCS Contractors will be given the same opportunity to offer the updated, or new related service.

DMS will determine if the current Service Level Agreements (SLAs) for the CSAB Service Catalog update are appropriate and applicable, or determine new SLAs, which will become part of the Contract through a Contract amendment.

2. Contract Exhibit A, Section 3.17, Dedicated IP Access, is hereby deleted in its entirety and replaced as follows:

3.17 Dedicated IP Access

This subsection applies to all proposed functionality except Service Category 4, Centrex Services.

Respondents should offer dedicated IP access options with their proposed services. Customers are not required to use MyFloridaNet and may choose to purchase Contractor's dedicated IP access services per the Department's approval. The dedicated IP access services can be used for any type of traffic including but not limited to voice and data. Customers must adhere to the Departments established rules, standards, policies, and procedures for interfacing with and accessing the SUNCOM Network.

If a Customer orders dedicated IP access at a site and the Contractor does not have the necessary network facilities to deliver IP access to a Customer's location, the Contractor may need to install additional network facilities to provide the Customer dedicated IP access at the location, also known as special construction. Special construction includes equipment, wiring, cables, inspection, and installation to provide connectivity to Contractor's dedicated IP access. Customer and Contractor shall negotiate and agree upon the delivery and installation timeframes for special construction which shall be set forth in the final work order issued in CSAB.

For a Customer order of a bandwidth speeds up to 12Mbps, there shall be no special construction charges permitted. The Contractor is responsible for building local loop access facilities to the Customer premises at no additional cost, regardless of whether access services are available, and must provide the service at the rates specified in the Vendor's Service Catalog.

For a Customer order of a bandwidth speeds above 12Mbps, all special construction will be handled on a case-by-case basis with a Customer service request quote. The Contractor may be required to provide additional details about the special construction to the Department including,

but not limited to, a cost breakdown. Special construction must be provided at no more than the Contractor's cost.

3. Contract Exhibit A, Section 4.7.2, Work Orders, is hereby deleted in its entirety and replaced as follows:

4.7.2 Work Orders

Customer work orders are sent to Contractors as B2B-3 transactions. Contractor can log-on to CSAB as prompted by a CSAB email to see submitted orders. Contractor is required to timely respond to the Customer work order by rejecting the work order in CSAB or beginning to work the order.

Contractor may only reject a Work Order under the following circumstances:

1. Location not serviceable.
2. Wrong information listed on the Work Order (address, location, etc.).
3. Missing components in the Work Order (three critical components required for functionality and the customer has only ordered two).
4. SLA requested date error.

DMS reserves the right for final determination on any work order rejections.

Where Contractor is working the order, 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 the CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one 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.).

Contractor is required to provide all of the required fulfillment data in CSAB. DMS cannot invoice its Customers without associating key fields from orders to Customer invoicing accounts in CSAB, and therefore, will not pay for any services where such key fields data is missing or incorrect. Installation and disconnect dates are also critical to the inventory, as these dates are used during audits to verify that a service was active, or should not have been, during an invoicing period. The effective bill date cannot be more than 45 days from the date the order is closed. Orders must be closed in CSAB out no later than five (5) business days after installation and acceptance of the work performed by the Customer. Invoicing will not begin until the Customer work order is closed. Some orders will include configuration data including IP addresses to enable establishing closed user groups on the State network.

4. Contract Section 6.4, Suspended, Convicted, and Discriminatory Vendors List, is hereby deleted in its entirety and replaced as follows:

6.4 Discriminatory, Convicted, and Antitrust Violator Vendor Lists

The Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Contractor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department. The Contractor shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Contract are placed on any such lists.

5. Contract Section 15., E-Verify, is hereby deleted in its entirety and replaced as follows:

SECTION 15. 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 in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. 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. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's 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 will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

6. The following new provision is hereby added to the Contract:

SECTION 22. INSPECTION OF RECORDS

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

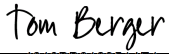
7. This Amendment is hereby made a part of the Contract. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract shall remain in full force and effect.

This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.


8. This Amendment is effective on the last date of execution.

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

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

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Tom Berger, Deputy Secretary
1/4/2024 | 9:18 AM EST
Date

NWN CORPORATION

DocuSigned by:

DE4CDD8E3C044E1...
Signature
Danny Alberto. Assistant General Counsel
Print Name and Title
12/21/2023
Date