

**CONTRACT NO. DMS-17/18-004B
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T ENTERPRISES FLORIDA, LLC**

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment") to Contract No. DMS-17/18-004B, SUNCOM Communications Services (the "Contract"), is by and between the State of Florida, Department of Management Services (the "Department"), and AT&T Enterprises Florida, LLC, formerly known as AT&T Corp. (the "Contractor"), collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Contract on July 14, 2020; and

WHEREAS, the Contractor notified the Department that effective February 7, 2025, it would operate under its new corporate legal name, AT&C Enterprises, Florida, LLC; and

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. Following the effective date of this Amendment, the term "Contractor" as used in the Contract shall refer to AT&T Enterprises Florida, LLC. All references to AT&T Corp. in the Contract, as previously amended, are hereby replaced with AT&T Enterprises Florida, LLC. All rights and obligations of the Department and of the Contractor under the Contract, as previously amended, are unaffected by this change.
2. The Contract is hereby renewed for a period of five (5) years commencing on July 14, 2025, and ending on July 13, 2030.
3. Contract Section 5.4 is hereby deleted in its entirety and replaced with the following:

Section 5.4. Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

4. Contract Section, 12.2 Performance Deficiencies and Financial Consequences, the third paragraph is hereby replaced in its entirety and replaced with the following:

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 monthly billed invoice for the month(s) where the remedy was scheduled to be resolved and failed to correct the performance deficiencies. The Department may also suspend or cancel purchase order(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Contract section 1.4. 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 purchase order(s) or CSA(s) or may terminate the Contract as set forth in Contract subsection 1.4.

5. Contract Section 23, Coerced Labor Affidavit, is hereby added to the Contract.

Section 23. Coerced Labor Affidavit

The Contractor has provided to the Department an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S. ("Coerced Labor Affidavit"). The Contract, as amended, may be terminated if the Coerced Labor Affidavit is false.

6. Contract Exhibit A, Section 3.7.3, Emergency Support Function 2, is hereby deleted in its entirety and replaced as follows:

DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Subsection 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 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.

Contractor is required to participate in ESF-2 activities and respond to the needs of the State of Florida, accordingly, including, but not limited to daily reporting of assets staged, assets deployed, and overall health of network as directed by ESF-2 staff.

7. Contract Exhibit A, Section 3.15, Connection with MyFloridaNet, Sub-item 1., is hereby deleted in its entirety and replaced as follows:

1. Connect with MFN in at least two (2) geographically diverse locations. Contractor is responsible for applying filters to protect NNI (Network to Network Interfaces) with only DMS approved prefixes.

8. Contract Exhibit A, Section 3.31, Management Service, Systems, and Associated Dashboards, is hereby updated to add the following:

26. Contractor is responsible for monitoring all components provided as part of the SCS Contract. For devices the Contractor's NOC is responsible for monitoring, DMS requires the equivalent of Command Line Interface (CLI) and SNMP read-only access to all devices to query real-time information. This includes access to configuration, interface

statistics, router system statistics, and any other network service statistics through the CLI. Customer-managed devices may or may not provide the Contractor with this level of access.

Additional language related to CLI access - All management access protocols must be provided including but not limited to CLI, SNMP, GUI, API access.

9. Contract Exhibit A, Section 3.37, Trouble Ticketing Service, Sub-item 2., is hereby deleted in its entirety and replaced as follows:

2. Provide access to tickets twenty-four hours a day, 365 days of the year, via the web-based online portal. Customers must be able to view their tickets only, but DMS must have a global view of all tickets.
 - a. Contractor is required to utilize the tool selected by DMS for global view of all SCS services at no additional cost to the State.
 - b. Contractor is required to provide sufficient recourses to deliver the global view via DMS selected tool.

10. Contract Exhibit A, Final Service Level Agreements, SLA-17, SLA Details, Measurement and Performance Criteria, is hereby deleted in its entirety and replaced as follows:

The SLA clock start times will be validated using the manufacturer's End of Life dates. SLA stop times will be validated through Service Acceptance in CSAB. Random software version audits can be requested by DMS at any time.

This SLA will apply to the Service Category invoice(s) for those Service Category(ies) where the performance metric was not met.

11. Contract Exhibit A, Final Service Level Agreements, SLA-23, SLA Details, Measurement and Performance Criteria, is hereby deleted in its entirety and replaced as follows:

Normal operational functionality is less than thirty-five percent (35%) of the capacity of any network connections that are components of the Contractor's network (voice networks included) as well as the connections that are dedicated to SCS. A review is conducted during each monthly meeting. Review is based on Contractor's operational tools. Each review consists of a monthly capacity report with measurements taken five (5) minutes apart. When bandwidth measurements exceeds thirty-five percent (35%) of capacity of any SCS infrastructure connection for a duration of three (3) business days (8AM – 5PM), or Hardware/software component(s) are not in HA/HR state for twenty-four (24) hours, the Department will notify the Contractor in writing of the required remediation and the Contractor will have forty-five (45) calendar days from the date of the Department's written notice to complete remediation to the satisfaction of the Department. Financial consequences will be imposed until remediation has been accepted by the Department.

This SLA will apply to the Service Category invoice(s) for those Service Category(ies) where the performance metric was not met.

12. Contract Exhibit A, Final Service Level Agreements, SLA-24, Performance Metric, is hereby deleted in its entirety and replaced as follows:

The Final RFO report must be submitted to the Department within ten (10) business days of the DMS trouble ticket being closed.

13. Contract Exhibit A, Final Service Level Agreements, SLA-29, SLA Details, Measurement and Performance Criteria, is hereby deleted in its entirety and replaced as follows:

The SLA clock starts upon the Contractor's receipt of a Customer work order or quote request in CSAB and stops when the Contractor rejects the Customer request order in CSAB. If the Contractor, in lieu of rejecting the work order or quote, chooses to perform the requested services to completion and acceptance by the Customer and does not reject the Customer request, this SLA will not apply.

This SLA will apply to the Service Category invoice(s) for those Service Category(ies) where the performance metric was not met.

14. This Amendment is hereby made 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 understanding between the Parties with regard to the subject matter thereof.
15. This Amendment is effective on the last date of execution.

SIGNATURE PAGE TO FOLLOW

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
6/24/2025 | 9:25 AM EDT

Date

AT&T ENTERPRISES FLORIDA, LLC

Signed by:

EB991A0C4BDF4B7...

Signature

Erik W. Lindborg AVP SLED FL & TX

Print Name and Title

6/19/2025 | 7:45 AM EDT

Date