City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 11, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-8 Approve the Agenda for the Regular meeting of January 11, 2022 as presented or with amendments.

Attachments: 01-11-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-768 Approve the Minutes of the Regular Meeting of October 26, 2021, as written or with amendments.

Attachments: 10-26-2021 Minutes ADA.pdf
Exhibit A_ Letter read into record to J. Riggs.pdf
Exhibit B_ Handout provided by Atty. Rezanka.pdf
EXHIBIT C-SAB Approach_2021_10-24.pdf
E-Comment on Agenda VII.4pdf

II.2(b) 21-818 Approve the Minutes of the Special Meeting of November 30, 2021, as written or with amendments.

Attachments: 11-30-2021 Minutes ADA.pdf
Exhibit A-letter submitted by K. Jackson.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-31

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 21-694 To Approve a Five (5) Year Service Contract Agreement with Accruent LLC, Austin, TX, who is the Owner and Sole-Source Provider for the Computerized Maintenance Management Software (CMMS) the Dyal WTP uses to Track and Maintain its Preventative Maintenance Program; To Authorize the City Manager to Execute the Contract and Future Renewals, Purchase Orders, Change Orders and Amendments to the Contract; Pending Approval of FY23 through FY26 Budgets

Attachments: ECP - Accruent LLC - 10.15.21.pdf
Accruent Quote.pdf
City of Cocoa Accruent Amendment 1 eSign.pdf
Maintenance Connection-Sole Source Letter- 2021.pdf
Resolution - Sole Source -Accruent.doc

V.2 21-813 Authorize the City Manager to utilize the State of Florida Department of Management Services, Contracts for Mobile Communication Services DMS-19/20-006A, DMS-19/20-006B, and DMS-19/20-006C with AT&T Corp. (AT&T), T-Mobile USA, Inc. (T-Mobile), and Cellco Partnership D/B/A Verizon Wireless (Verizon) for cellular phone hardware and services up to the amount of $200,000 annually and authorize the City Manager to utilize all future extensions of the Contracts for Mobile Communication Services between the State of Florida Department of Management Services and AT&T, T-Mobile, and Verizon.

Attachments: AT&T - CN-720000-TC108.pdf
T-Mobile - CN-720000-TC114.pdf
Verizon - CN-720000-TC109.pdf

V.3 21-814 Approval of the requested Pay Plan change for Fiscal Year 2022.

Attachments: FY 2022 General Employees Pay Plan (Revised Effective 1-11-2022).pdf

V.4 22-18 Approval of a Resolution extending the temporary outdoor seating permits through August 9, 2022

Attachments: Resolution 2022 - Amending Temporary Outdoor Seating COVID-19 Expiration

V.5 22-2 Council approval of a Budget Resolution Amending the FY2022 Budget, BAF#22-035-T in the amount of $50,000 from Contingency to Contract Services for the purposes of funding the required geotechnical services for City Planning and Zoning Projects. Authorize the City Manager to enter into a piggyback agreement with Geosyntec Consultants and allow for renewals in subsequent fiscal years.

Attachments:
- Cocoa Floodplain Management Review 2021-10-27.pdf
- BOCC_ECSC Contract_2019.09.12_3 year_2019.10.14.pdf
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-035-T-Floodplain Management (1-11-22) Agenda 22-2.pdf

V.6 22-22 Approve the FY 2021-2022 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $443,626.61 and approve a Resolution Amending the FY2022 Budget, BAF#22-036-A.

Attachments:
- HOME Disbursement Agreement FY 21-22.pdf
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-036-A-CS-HOME Carryforward Reduction (1-11-22) Agenda 22-22.pdf
- BAF 22-036-A-Tracking Sheet.pdf
- BAF 22-036-A-CS-HOME Carryforward Reduction (1-11-22) Agenda 22-22.pdf

V.7 22-23 Approve a Resolution Amending the FY22 Budget, Moving Excess Cash from the Capital Projects Fund (301) to the General Fund (001), BAF#22-039-A.

Attachments:
- BAF 22-039-A-FN-GF Capital Projects Fund (1-11-22) Agenda 22-23.pdf
- Budget Resolution FY 2022- ADA Compliant.docx

V.8 22-25 Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida and the City of Cocoa (SOIRL 21-177). Approve the Budget Resolution recognizing the SOIRL Grant Funding Revenue for the installation of floating wetlands at the North and South Lakemont Stormwater Ponds.

Attachments:
- SOIRL Agreement 21-177 North and South Lakemont Stormwater Floating Wetl
- Budget Resolution FY 2022- ADA Compliant for Agenda Item 22-25.docx
- BAF 22-041-A-SW-SOIRL Grant Revenue (1-11-22) Agenda 22-025.pdf

MULTI-YEAR CONTRACTS:

V.9(b) 21-759 To Approve a Multi-Year Cooperative Purchase Agreement with Underwater Solutions, Inc., Mattapoisett, MA, Utilizing Orlando Utility Commission (OUC) Contract RFP #18 4601 OQ for the Cleaning of the Potable Water Storage Tanks and Clear-well from FY2022 Through January 7, 2024 with an Option to Renew for one (1) Consecutive five (5) year term. To Authorize the City Manager to Sign the Contract(s) and Renewals for Each Subsequent Fiscal Year

Attachments: EXECUTED RFP18 4601 OQ Water Tank Cleaning and Inspection Services CC
MOUS.pdf
PARTICALLY EXECUTED Standard Form for New Piggyback Contract No. 460
SIGNED E-Verify Contractor Affidavit.pdf
'22 Prop + Agmt Cocoa, FL.pdf
COI.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-705 Approval of Nominations to the Sustainability Advisory Board.

Attachments: Resolution No. 2017-137 (Establishing a Sustainability Advisory Committee).pd
Resolution No. 2021-128 (Amending the Composition of the SAB).pdf
12_14_2021 Journal, Page 8.pdf

VII.2 21-805 Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement.

VII.3 22-7 Consider Staff's Recommendation for the Cancellation and Change of Dates for City Council Meetings and all other Board meetings for the calendar year 2022.

Attachments: 2022 Holiday Schedule.pdf

VIII. CITY BUSINESS:

VIII.1 21-701

Approve the Budget Resolution Amending the FY22 Budget, BAF# 22-032-A, recognizing the FIND Grant Funding Revenue (BV-CO-21-151 - Phase 2) for the re-construction of the Lee Wenner Park boat ramps, and FIND Grant Funding Revenue (BV-CO-21-152 - Phase 2) for additional dredging of the Lee Wenner Park boating basin. Award the projects to lowest and responsive Marine Contractor, C&D Construction in the amount of $1,206,494. Authorize the City Manager to execute both FIND agreements and use of construction allowance as necessary. Approve the temporary construction closure of the Lee Wenner Park Boat Ramps, T-Dock, and Day Slips for approximately 80 days.

Attachments:
BV-CO-21-151 (Lee Wenner Park Boat Ramp Rehab Phase 2) Unsigned.pdf
BV-CO-21-152 (Cocoa Riverfront Dredging Phase 2) Unsigned.pdf
Phase 2 Boat Ramp FIND Application.pdf
Phase 2 Dredging FIND Application.pdf
011122 - FIND Resolution.docx
2022 Executed FIND Certification Letter Lee Wenner Boardwal Reconstruction.
WAP 2022 Application Part 1.pdf
WAP 2022 Application Part 2.pdf
BAF 22-032-A-PW-FIND Phase 2 (01-11-2022) Agenda 21-701.pdf
Budget Resolution FY 2022- ADA Compliant.docx
Internal Grant Application - FY 22 Rev - eForm.pdf
BAF 22-032-A-PW-FIND Phase 2 (01-11-2022) Agenda 21-701.pdf
BAF 22-038-T-CS-FIND Phase 2 Grant Match (1-3-22) Agenda 22-1.pdf

VIII.2 22-24

Approve the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI) in the amount of $125,976.82 to rehabilitate the building located at 1138 Peachtree St, Cocoa, FL 32922 for Space Coast Recovery, Inc. CHI will be the Sponsor of the project during rehabilitation, ownership will transfer to Space Coast Recovery, Inc. upon project completion. Council authorizes the City Manager to sign all related documents upon project completion.

Attachments:
CHDO as a Sponsor Agreement for 1138 Peachtree St.pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-794

Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 11/30/2021.

Attachments:
PO Monthy Report to City Council 10.01.21 thru 11.30.21.pdf

IX.2 21-811

Informational Item Only

Attachments:
November 2021 Calls For Service By Incident Type Report.pdf

IX.3 21-815 FY 2022 Budget Adjustment Report

Attachments: Pd 2. November r FY 2022 EXPENSE Budget Tracking Worksheet.pdf
Pd 2. November FY 2022 REVENUE Budget Tracking Worksheet.pdf

IX.4 21-816 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget By Classification Report November 2021.pdf

IX.5 21-817 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 11-30-2021.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

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Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	22-8	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/20/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 11, 2022 as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2021
Agenda Date: January 11, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 11, 2022 as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 11, 2022 as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: January 11, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 11, 2022. (22-8)

2. Minutes: (a) Regular Meeting of October 26, 2021 (21-768)
(b) Special Meeting of November 30, 2021 (21-818)

III. Awards and Presentations:

1. Performance by the Emma Jewel Step Team. (21-31). (Councilmember Goins)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Five (5) Year Service Contract Agreement with Accruent LLC, Austin, TX, who is the Owner and Sole-Source Provider for the Computerized Maintenance Management Software (CMMS) the Dyal WTP uses to Track and Maintain its Preventative Maintenance Program; To Authorize the City Manager to Execute the Contract and Future Renewals, Purchase Orders, Change Orders and Amendments to the Contract; Pending Approval of FY23 through FY26 Budgets. (21-694). (Utilities Director)

2. Authorize the City Manager to utilize the State of Florida Department of Management Services, Contracts for Mobile Communication Services DMS-19/20-006A, DMS-19/20-006B, and DMS-19/20-006C with AT&T Corp. (AT&T), T-Mobile USA, Inc. (T-Mobile), and Cellco Partnership D/B/A Verizon Wireless (Verizon) for cellular phone hardware and services up to the amount of $200,000 annually and authorize the City Manager to utilize all future extensions of the Contracts for Mobile Communication Services between the State of Florida Department of Management Services and AT&T, T-Mobile, and Verizon. (21-813). (Chief Technology Officer)

3. Approval of the requested Pay Plan change for Fiscal Year 2022. (21-814). (Administrative Services Director)

4. Approval of a Resolution extending the temporary outdoor seating permits through August 9, 2022. (22-18). (Interim Community Services Director)

5. Approval of a Budget Resolution Amending the FY2022 Budget, BAF#22-035-T in the amount of $50,000 from Contingency to Contract Services for the purposes of funding the required geotechnical services for City Planning and Zoning Projects. Authorize the City Manager to enter into a piggyback agreement with Geosyntec Consultants and allow for renewals in subsequent fiscal years. (22-2). (Interim Community Services Director)

6. Approve the FY 2021-2022 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $443,626.61 and approve a Resolution Amending the FY2022 Budget, BAF#22-036-A. (22-22). (Interim Community Services Director)

7. Approve a Resolution Amending the FY22 Budget, Moving Excess Cash from the Capital Projects Fund (301) to the General Fund (001), BAF#22-039-A. (22-23). (Finance Director)

8. Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida and the City of Cocoa (SOIRL 21-177). Approve the Budget Resolution recognizing the SOIRL Grant Funding Revenue for the installation of floating wetlands at the North and South Lakemont Stormwater Ponds. (22-25). (Public Works Director)

(B) Multi-Year Contracts:

9. Approve a Multi-Year Cooperative Purchase Agreement with Underwater Solutions, Inc., Mattapoisett, MA, Utilizing Orlando Utility Commission (OUC) Contract RFP #18 4601 OQ for the Cleaning of the Potable Water Storage Tanks and Clear-well from FY2022 Through January 7, 2024 with an Option to Renew for one (1) Consecutive five (5) year term. To Authorize the City Manager to Sign the Contract(s) and Renewals for Each Subsequent Fiscal Year. (21-759). (Utilities Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Approval of Nominations to the Sustainability Advisory Board. (21-705). (City Clerk)

2. Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement. (21-805). (Public Works Director)

3. Consider Staff's Recommendation for the Cancellation and Change of Dates for City Council Meetings and all other Board meetings for the calendar year 2022. (22-7). (City Clerk)

VIII. City Business:

1. Approve the Budget Resolution Amending the FY22 Budget, BAF# 22-032-A, recognizing the FIND Grant Funding Revenue (BV-CO-21-151 - Phase 2) for the re-construction of the Lee Wenner Park boat ramps, and FIND Grant Funding Revenue (BV-CO-21-152 - Phase 2) for additional dredging of the Lee Wenner Park boating basin. Award the projects to lowest and responsive Marine Contractor, C&D Construction in the amount of $1,206,494. Authorize the City Manager to execute both FIND agreements and use of construction allowance as necessary. Approve the temporary construction closure of the Lee Wenner Park Boat Ramps, T-Dock, and Day Slips for approximately 80 days. (21-701). (Public Works Director)

2. Approve the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI) in the amount of $125,976.82 to rehabilitate the building located at 1138 Peachtree St, Cocoa, FL 32922 for Space Coast Recovery, Inc. CHI will be the Sponsor of the project during rehabilitation, ownership will transfer to Space Coast Recovery, Inc. upon project completion. Council authorizes the City Manager to sign all related documents upon project completion. (22-24). (Interim Community Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 11/30/2021. (21-794). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of November 2021. (21-811). (Fire Chief)

3. FY 2022 Budget Adjustment Report. (21-815). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-816). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-817). (Finance Director)

X. Reports:

- Advisory Boards and Committees
- City Manager & Administration
- City Attorney
- City Council

XI. Adjournment:

XII. Notice To The Public:

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(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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Legislation Details (With Text)

File #:	21-768	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/17/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve the Minutes of the Regular Meeting of October 26, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2021
Agenda Date: January 11, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular Meeting of October 26, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Regular Meeting of October 26, 2021, as written or with amendments.

Minutes
City of Cocoa
Regular Meeting of The City Council

October 26, 2021

A Regular City Council Meeting was held on Tuesday, October 26, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Councilmember Hearn provided the invocation and Deputy Fire Chief Byrd led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Assistant City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PIO; Cynthia Thurman, Planning & Zoning Manager; and Trevor Roth, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 26, 2021. (21-699)

2. Minutes: n/a

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to approve the Agenda with the following amendment: to add Item VIII.3 (File ID 21-412) to City Business, Multi-Year Contracts.**

* **MOTION by Councilmember Koss to request a second amendment which was to postpone Item VII.4 regarding the Sustainability Advisory Board as there are members who are not aware that this item was taking place tonight. There was not anything sent out by staff or Council so she was requesting to postpone this item until the next meeting.**

THE MOTION DIED FOR A LACK OF A SECOND.

THE VOTE ON THE FIRST MOTION WAS:

AYES: Blake, Goins, Dyal, Hearn

NAYES: Koss

THE MOTION CARRIED (4-1)

III. Awards and Presentations:

1. Proclamation: Declaring the week of November 1st - November 5th, 2021 as “Veteran's Small Business Week”. (21-649). (Mayor Blake)

   Mayor Blake read the proclamation into the record and acknowledged all Veterans in the assembly who own a business.

2. Proclamation: Proclaiming the Week of October 18-22, 2021 as "National School Bus Safety Week". (21-689). (Deputy Mayor Goins)

   Deputy Mayor Goins read the proclamation into the record. Mr. Ford, a bus driver accepted the proclamation and noted they are doing the best they can and that they love the children.

IV. Delegations:

Allan Chapman, 434 Delannoy Avenue, Cocoa, and with HCVMS, spoke and introduced their new Executive Director Amanda to Council. Mr. Chapman was

the Executive Director for about eight years. The Mayor acknowledged him as well. She goes by Amanda M. and stated she was excited for this opportunity.

John Niland, 121 Island Place, Orchid, Florida, thanked Council for their time and efforts in the community and for their concern for their health. He spoke about fluoridation programs. He mentioned that the chemicals being used are toxic and noted that the Utilities department had provided information on the City's fluoridation efforts.

LJ Coddins, 1696 Friday Road, Cocoa, asked about the new housing subdivision being planned at James/Friday Road. He asked about septic tank systems and if it would be mandated that they will be hooked to City or would they stay on sewer. In response, Mr. Walsh noted that the utilities that will be provided to that area are being done as they are annexed into the City. Everyone else outside of the area is not annexed and is not part of the system. It is undeveloped and the City does not have jurisdiction and do not provide services. Mr. Coddins asked if once the development is done if that would change and Mr. Walsh reiterated that he cannot serve anyone outside of the City.

Pam Shaia, 308 Brevard Avenue, Cocoa, felt it was nice to see other districts have the same resources as in District 1, such as the splash pad in District 3. She thanked Council for recognizing the growing population of Cocoa.

Terrence Thomas, 704 Rosa L. Jones, Cocoa, mentioned that Ms. Anita was not able to get flowers put in her yard for the death of her son. He felt bad for her and does not know how the City can turn her away. He stated that there is a person on a Board from Rockledge who is telling people in Cocoa how they can or cannot put plants in their yard. He does not feel it is right. In response, Deputy Mayor Goins pointed out that at the last Diamond Square CRA meeting there is a paint and landscaping program. Some of the applications got denied and Mr. Thomas feels they should not be denied. Deputy Mayor Goins further pointed out that Mr. Brown on the board was appointed by Commissioner Lober. Mr. Thomas voiced further concerns regarding Mr. Brown.

Pamella Buckner,1812 Rosetine St., Cocoa, represented by Marlene Weiss, who read Ms. Buckner's statement. Ms. Buckner spoke about the use of the college path that she uses daily and explained that she uses that path due to health reasons. Anxiety also triggers seizures and that is why she cannot be at the meeting tonight. She has seen the college go from a place of comfort and peace

to a place of concern. This is the only activity she has in her life and what some take for granted she treasures, such as the path that she is able to walk on.

Larry Koss, 2115 N. Indian River Drive, Cocoa, spoke about the Low Impact Development Conference that he attended in Rockledge last week. He thanked the City Manager for having Mr. Smith and Ms. Morgan attend. He feels it is important for staff and council to recognize the flooding issues in the City can be addressed by changing the way things are done. Status quo will not fix the problems. He pointed out a wide variety of individuals attended the conference and a wealth of information presented. Education and collaboration were the two main points he took away from the conference. He requested for a place on an upcoming agenda to provide a presentation on the conference.

Albert Wartell, 3803 Parapet Drive, Cocoa, gave kudos to the police and fire departments for all that they do in protecting the City. He spoke about the splashpad being put in District 3. He asked why the money was being taken away so that the project is not done. It was confirmed it was not and the project was being done. He further mentioned that there are no restaurants in the City. He has to go to other cities to go to dinner. He felt the city needed to quit making it so difficult for businesses to come in. Mayor Blake noted the city has to reach a certain population threshold but assured him that things would be happening and asked for patience.

Kevin Beuer, 3809 Parapet Drive, Cocoa, felt that the splash pad has to happen and it is the most used park in the City. Additionally, he mentioned drainage and as a surveyor he stated maintenance is the key. He believes that Stradley Park is a disaster and that the volunteers do all of the work there, yet the County does all of the others. He felt it was time for something to do be done. Lastly, the apartments on the south side of SR 524 asked if they would be HUD. It was stated no.

William Gade, 2216 Westminster Drive, Cocoa, agreed parks, drainage and all needs done.

Vicky Formess, 2219 Westminster Drive, agreed with everything Mr. Beuer stated.

Judy Gade, 2216 Westminster Drive, Cocoa, agreed that a splash pad was needed in the area and the park was busy every weekend. There are a lot of kids in the area and the splash pad belongs there.

*** MOTION by Mayor Blake; Seconded by Councilman Dyal, to extend Delegations for fifteen more minutes.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Allen Cowart, 2560 Hooper Road, Cocoa, has seen the City grow and there is very little activity area in District 3. He feels that the splash pad is a great addition but basketball hoops need fixed. Mr. Cowart believes that everyone in the Friday Road area should have more equal lot sizes and does not want to overbuild or change those areas too much. He agreed more restaurants were needed.

Bernice Cox, 701 Aurora Street, Cocoa, saw where the Orange County Sheriffs Dept. has launched an Autism mission and they have stickers and bracelets for non-verbal people so that first responders know if they have contact with them. She further spoke of an incident involving an autistic person. Mr. Terrence Thomas walked him to his home and about two weeks later the young man was let go from the hospital and was hit by a car and killed.

Dennis Childs, 2100 N. Indian River Drive, Cocoa, had a statement read by Kristin Lortie. His request was to take the time to honor Jennifer Riggs at the next meeting for her volunteer efforts for the city of Cocoa and Sustainability Advisory Committee. Chief Financial Officer Jimmy Petronis also acknowledged Ms. Riggs and his letter was read into the record.[1]

Winfred Strickland, 5879 Kennedy Circle, has been a Coach with Cocoa Youth for many years. He mentioned there is a list of things that is needed at the park. He views Stradley Park as a home for the kids. You want the best for them and if you do not have that it makes it difficult for them to thrive. Mayor Blake assured Mr. Strickland that he has their word that nothing is going to happen to Stradley Park. Mr. Strickland asked that the needs be looked at for both the kids and the community.

Deputy Mayor Goins acknowledged Mr. Strickland and that he is one of the most dedicated coaches around. The tears you see is the dedication and love he has for the children. He appreciates him and is willing to risk his own life to be out there for the children.

[1] EXHIBIT A: Letter read into the record to J. Riggs from CFO Jimmy Petronis

Brenda Fox, 1110 Abington Street, Cocoa, noted we all want the best use of resources. Children are playing on fields and facilities that are not kept up and are deplorable. She knows because her son played at Stradley Park over twenty five years ago and not much has changed except for the paving of the one way road and parking. She asked to start with the children and was appalled when she heard that $700,000 is being spent on a splash pad when you have almost three hundred children at Stradley in organized sports with no funding. She thought that all council should work as one and be a team. Monies should be allocated by need first. She asked that they be there for the children.

V. Consent Agenda:

(A) General Consent Items:

1. Approve and authorize the City Manager to issue a Blanket Purchase Order up to $600,000 to NAPA IBS, Space Coast Auto Supply and approve a Purchase Order for budgeted Operating expenses related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to execute any change orders that may be needed, not to exceed his signing authority. (21-629). (Public Works Director)

2. Approve and authorize the City Manager to issue a Purchase Order for meter reading software related expenditures within the FY-2022 budget and issue a Purchase Order for meter reading device related expenditures in the FY-2023 budget, pending approval, both to Sunstate Meter and Supply Inc., utilizing the Master Agreement for Water Meter and Meter Reading Equipment Purchases Contract. (21-662). (Finance Director)

3. Approve participation in a Cooperative Purchasing Contract with National Cooperative Purchasing Alliance (NCPA) Contract Number 05-57 for the purchase of Wireless, Battery-Powered Mobile Column Lifts in the amount of $68,094.59 from ARI Phoenix, Inc. Authorize the City Manager to sign and execute the Standard Form for New Piggyback Contract and authorize any change orders not to exceed 10% of the contract value for a total spending authorization of $74,904.05. (21-690). (Public Works Director)

4. Approve the Fifth Amendment to Agreement Providing Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc.; To Approve a Resolution Amending the Connection Charges

within the Viera Property DRI and Provide Adequate Funding for Future Capital Improvements. (21-698). (Utilities Director)

5. Authorize the City Manager to Approve Change Order No. 2 to FY21 P.O. 77652 with Trane, Maitland, FL for HVAC repair at the Dyal Water Treatment Plant. (21-704). (Utilities Director)

(B) Multi-Year Contracts:

6. Approve entering into a co-operative purchasing agreement with V.A. Paving Inc. in the amount of $292,556.60, plus a contingency of $7,443.40 for a total of $300,000, using Brevard County contract B-6-20-57 extension approved from August 22, 2021, through August 21, 2022, to resurface various stretches of roads throughout the City and Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year pending the approval of that year's budget. (21-675). (Public Works Director)

7. Approve Task Order 2022-03 with Atlantic Development of Cocoa, Inc. for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $3,207,834.31; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $320,783.43 (10% of the Contract Amount) for a Total Project Cost of $3,528,617.74; To Approve a Resolution Amending the FY2022 Budget, BAF 22-010-A; To Authorize the City Manager to Approve the Attached Shared Cost Memo. (21-681). (Utilities Director)

8. Approve Task Order 2022-22 with Mead & Hunt, Inc. for Engineering Services During Construction (SDC) for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $130,339.00; To Approve as a Multi-Year Contract from FY2022 through FY2023. (21-682). (Utilities Director)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Consider the appointment of Mr. Robert Dyar to fulfill a Regular member vacancy on the Board of Adjustment. (21-664). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to appoint Mr. Robert Dyar to fulfill a Regular member vacancy on the Board of Adjustment.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the appointment of Jocelyn Scott as a second Alternate member on the Code Enforcement Board. (21-688). (Administrative Services Director)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to appoint Jocelyn Scott as a second Alternate member on the Code Enforcement Board.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider appeal of the City Manager's final decision regarding 10 Months of Utility Back Billing, for Water/Sewer, due to a Stuck Compound Register for the Three Fountains of Viera, 250 Units Complex. (21-703). (Finance Director)

Ms. Bowman explained the item and noted it was in reference to a back billing on a meter with a customer in the name of Three Fountains of Viera. The city has the Utility Handbook that directs what customer service can do with utility accounts. In this instance the meter (compound meter) was stuck and the low flow meter was not registering water for at least three years. In the Utilities Handbook it states that the City can go back at least twelve months to bill for that. Ms. Bowman noted the city went back ten months as they were waiting to establish a new average for the customer as they were installing a new meter. The consumption has gotten back to what is a normal consumption and the customer is disputing the City Manager's decision. The policy indicates the City Manager can make that final decision.

Assistant City Attorney Eick noted that she had spoken with the customers attorney and she would keep her comments to under ten minutes per the City Council Rules of Procedures.

Kim Rezanka, 1290 US Hwy 1, in Rockledge, was the attorney representing the customer. She advised that this was an appeal of a denial of a reduction of an estimated billing. The agenda report states and does not state a few things. It was not the attorney who believed that the amount should be reduced, it was the Homeowners Association. It was not a stuck meter, it was a defective meter. The meter was solely the city's responsibility. The Association is willing to share the costs but not in the amount estimated by the City. The staff analysis in the agenda item was never given to them. She provided a packet[2] with a summary of what she intends to state, photos of the meter, letters sent to Ms. Sampson, the bill, and pages from the Utilities Handbook. This is about fairness and responsibility. The customer had no knowledge of defectiveness of the meter. The meters are supposed to be read monthly and this was not. It is also mentioned in the Handbook that the City tries to detect stuck meters, but four years is not reasonable.

She further spoke about the billing. They consulted with someone in the Utilities Department and it was noted that the system can create work orders or reports to show meters with zero flow. They are asking that they forgive part of this billing and the Association has agreed to pay $8,125 within sixty days or they are requesting a payment plan of three years, not the one year that was offered.

Sudy Shew, 6411 Borasco Drive, Melbourne, is a consultant with the Association and an owner in the complex. Attorney Rezanka summarized this and agreed that they should pay. He feels other elements were left out regarding the meter. In four years' they did not know they should ask if the meter was working properly. This large bill showed up and the report from Neptune regarding the meter was that the meter was defective. The City tried to repair it multiple times and it was broken. A City's technician was the one who said it should be replaced. Their technical argument was that the city should have software and procedures in place to know that in four years they have billed zero on the low flow chamber. He reiterated that the City's own people and meter company stated it was defective.

Melissa Hawn, 6421 Borasco Drive, Apt. 1204, Melbourne, stated that the water department was negligent in maintaining the water meter. There was no question

[2] EXHIBIT B: Handout provided by Attorney Rezanka regarding the item for Three Fountains of Viera

in that they probably used more water than registered. She spoke about the months of billing which included snow birds, empty homes, and those being stuck at home due to Covid. Since the bill backpay to today there have been forty-one new owners in the complex with seven up for sale. All of these new owners were not living in the complex at the time. She is worried as to how costs would be recouped. She also felt that putting it on owners would create a financial hardship and during this time they do not need this.

Deputy Mayor Goins asked Mr. Walsh if he agreed with the Neptune analysis. Mr. Walsh agreed and said they found that one of the two meters was not working. He believed that customer service used averages that is still less than what is moving through the meters now. All information that he reviewed from finance, Neptune, and customer service and it is all accurate. Deputy Mayor Goins noted we are charging them less than what has been in the last seven or eight years. He feels we are doing a service by only going back ten months. Mr. Walsh added we have over 85,000 hook ups to manage and do our best to keep up with all of them.

Deputy Mayor Goins asked how tenants were billed. Mr. Shew was noted there is a separate metering system that bills each unit on invoice every month. Mr. Shew clarified they are not asking for free water but the City has a duty to maintain the equipment. He feels the software needs an upgrade and that work orders should be pulled in order to see how many times the City came out.

Deputy Mayor Goins inquired about the three-year payment plan and asked if it was for the $32,000 or the reduced amount of $8,125 would be paid within sixty days. Attorney Rezanka pointed out the unfairness of people paying for this who did not live there when it happened.

Councilmember Hearn clarified that they were not disputing the use of the water it was the payment plan being offered which is a one-year plan.

Councilmember Koss asked if there is a way to make the meters more sensitive in order to avoid this problem in the future. Mr. Walsh noted there is a meter changeout program and maintenance program; however, they do not get to every meter every year as that would be impossible. They do calibrate the meters and do replace them when they hit twenty to twenty-five years. Many that they pull after that long of service have nothing wrong with them. They cannot forecast every single problem that could happen and place those in a handbook. They have also been replacing registers with updated ones.

Deputy Mayor Goins asked Ms. Bowman if they agree to a three-year payment plan if that goes against the policy. She stated no, and that they work with customers; however, that is an extensive amount of time. She noted staff's recommendation.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, for a three- year payment plan for the amount of $32,494.35.**

Mayor Blake requested they do the ten months and let the City Manager have the discretion to give them a payment plan for up to thirty-six months.

City Manager Whitten clarified with Ms. Bowman that the City was billing back ten months and giving them a twelve-month plan. She concurred. City Manager Whitten then clarified Council's direction which was to approve staff's recommendation in the amount of $32,494.35 but to give him the authority to determine the payment timeline.

Deputy Mayor Goins rescinded his previous motion.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to authorize the City Manager to determine the timelines for payback of ten months of billing in the amount of $32,494.35.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Council direction on restructuring the Sustainability Advisory Board. (21-705). (Interim Community Services Director)

Mayor Blake advised he has seven cards on this item and that he requested that this item be brought forward, as he feels that the board should be represented by the community. He believes that each member of council should appoint someone from their own district.

Mayor Blake further pointed out that you could see diversions of the meetings throughout the years and there have been many meetings throughout the years where they did not have a quorum.

City Manager Whitten advised that there have been a lot of comments in regards to this and it is not a surprise item, as it was requested by the Mayor at the October 12th meeting. It was published with the rest of the agenda packet as well. Staff

has presented facts and some have been accused the item of being presented with context and he would argue that it was without context. His request is captured in the last paragraph which is to go from eleven members to five members and he provided staff recommendations.

Mayor Blake further pointed out that there have been fourteen resignations from this Board and one councilmember spearheaded the Board. He wants it reflective of the entire community.

Councilmember Koss agreed that they should be reflective of the community and this Board is as reflective as the others that are volunteer driven. She noted that she has been there since the beginning and feels that volunteer leaders are not being respected by those on the dias. She wanted to acknowledge that and does not agree with the implications and felt that staff tried to write this item in an objective way.

Councilmember Koss noted that this came up in January and she spoke about quorum calls. It was clarified that staff calls for a quorum the day of a meeting. If the call is not answered it is assumed that the person will not be attending the meeting. The last meeting was cancelled and two of the volunteers were on their way as they received the message that the meeting was cancelled. Rather than to get into deficiencies of staff and volunteers, this is a Board that has a unique nature, characteristics, and is different than any other board there is. All boards operate by staff bringing them issues and then they advise. The Sustainability Advisory Board operates completely different because the Board is assigned to go out, research, and identify items to bring back to staff. It is frustrating as there has been hesitancy from the start. Every meeting staff has felt over-burdened and that there was too much on their plate. It was not until after she was elected that the Board received support.

Another stark example on how this Board was different is that they wrote the Sustainability Advisory Plan. It is a quality product with over one hundred hours put into it. There is a whole spectrum of Sustainability Advisory Boards in the County.

Sustainability is all about change and it needs to be reflective of Cocoa, as its essence lies in equity. She would love to have a more reflective committee and stated there are currently two vacancies, and a volunteer had come forward today.

Councilmember Koss further noted that citizen participation should not be limited to who you know. This is a pathway to engagement and citizen participation. Her proposal is for the Board to remain the same and for it to remain a pathway for citizen participation and engagement. Additionally, for the City Manager to look

for new hires and to incorporate the sustainability lense into every day work. The Sustainability Advisory Board by resolution reports to Community Services.

Moreover, she wants all committees to be reflective of the population, as they are all like the Sustainability Advisory Board and are diverse.

This has to be applied to all boards with a liaison willing to work and a board that is reflective and everyone needs to look at a more sustainable Cocoa. She is against disbanding the Board and surprised that this was the agenda they had plans to leave for the FRA Conference earlier. The Board members were not officially noticed of this item. The Board needs to be kept in place and treated the same and have supportive staff. She felt it would be a real shame after five years of work and time invested. Other places have paid high money for plans to be done and they did the plan themselves.

Councilmember Dyal spoke in regards to the Plan and that it has always been done as a presentation. He further pointed out that the plan states that in 2025 all homes have to have solar in the City. There are a lack of Roberts Rules of Order at the two meetings he has attended and he also heard the Council Liaison nominate Ms. Riggs as Chairperson which is not allowed. As a Liaison you job is to bring concerns to Council and cannot influence a voting body when Ms. Riggs was not in attendance. He believed at that point the Board was contaminated and the Board is out of control.

Councilmember Koss mentioned that in terms of nominating Ms. Riggs, she was not at the meeting but willing to serve and in terms of solar they had signed “Ready for 100” but had nothing to do with panels being on everyone’s roofs.

Marlene Weiss, 2415 Tulane Drive, Cocoa, has met with Council members and was on the Mayor’s Walk which was one of the initiatives of the Sustainability Advisory Board. There have been many other items promoted by the SAB, including speakers being brought in to their monthly meetings. She spoke about her business and what it does and feels her quality of life has gone down due to public areas being closed. The reason she serves is that she can give back positive energy.

Jennifer Riggs,1629 N. Indian River Drive, Cocoa, advised that she was told she could have ten minutes. Assistant City Attorney Eick noted that the provision in Council’s Rules of Procedure was referencing public hearing items and this was not a public hearing. Council can vote by majority to allow a greater or lessor time.

It was decided to let Ms. Riggs have ten minutes. She discussed the Sustainability Advisory Board and provided a presentation[3] which included a background of the Sustainability Advisory Board, their accomplishments, issues with staff, quorum calls, and recommendations for Council.

Diana Robinson, 1213 Alamanda Lane, Cocoa, advised she has been a resident since 1998 and is employed with Cocoa youth programs since 2001 and provided further information as to why she is involved with the Board.

Linda Gombert, 2323 Elon Drive, Cocoa, has been a member of the Sustainability Advisory Board since the beginning. She has concerns about the restructuring of the board. She mentioned the five members and if the issue is diversity than cutting the number of members is not going to fix that issue. There are also two vacancies so reducing the size reduces what the board can do. Lastly, if Council appoints the members the pool is limited to those who know a council member and eliminates the chance to get good volunteers. She believed restructuring was not the answer.

Larry Koss, 2115 N. Indian River Drive, Cocoa, agreed with Councilmember Koss and Ms. Riggs and views this as the City trying to do away with this board. He views sustainability as protecting the environment and natural resources for future generations and social and economic equality in the community as well. If the city was for sustainability, then their budget would not be down to $150,000. He felt there should be a sustainability department who can teach other departments how to be sustainable. He felt that they could do better and changing the board was a bad idea.

Kristin Lorti, 5524 Brilliance Circle, Cocoa, mentioned the Cocoa Cares Citizen Group on Facebook and is a member of the Citizens Academy. She felt that the City was fortunately to have these people who serve on this board and that it is wrong to do what they are doing. She noted it was a late, announced agenda item, but agreed the Mayor did mention it at a prior meeting[4].

Councilmember Koss asked who cared about this committee and felt that it should be supported and felt that the restructuring was unnecessary. She further mentioned the late notice of the agenda item and thought it was disrespectful.[5]

Ms. Lorti felt that this Board should be given an award and provided the assistance it needs to be successful.

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3 EXHIBIT C: Presentation given by J. Riggs

4 Mayor Blake left the meeting at 8:16 p.m.

5 Mayor Blake returned to the meeting at 8:19 p.m.

Kimberly Newton, a resident of Brevard County and lives in Satellite Beach was representing herself and spoke of collaboratives with the County. She spoke about the various Boards and committees that she serves on. She was not familiar with the logistics of how this item came to be or of the board make up but wanted to show her support for keeping the Board the way it is. She further discussed benefits of the Board and encouraged them to address the board of an educational event after hearing the issues addressed by Councilmember Dyal.

Jennifer Kenney, 1917 Quail Ridge Court, Apt. 1901, Cocoa, was a member of the Sustainability Advisory Board and was happy to be appointed. However, due to an aging parent she had to resign. She wrote a resignation letter with her reasonings to the Mayor, Councilmember Dyal, Ms. Riggs, and Ms. Shealy.

City Manager pointed out that it was said or implied that the calls from staff are made on the day of the meeting. He read the last email that went out in regards to the October 7th Board meeting. He has told staff and has been consistent with them and will tell them when they are wrong, but will defend them when they are right. Staff is making a call as backup to an email that was sent the week before. The email went out on September 30th. The agenda was included and a "please reply to this email". Staff has been consistent in sending that out close to a week before the meeting and on the day of the meeting they call members that they have not heard back from to double check if they are attending the meeting.

Deputy Mayor Goins responded to Mr. Koss and advised that they did reduce the sustainability budget but every item was sustainability items that were approved. Secondly, it is an assumption to say that council members only appoint their friends. He spoke about his appointment to the Districting Commission and that he does not know him personally but believed in him for that position. Lastly, he provided the following recommendation. He noted there are eleven seats with two vacancies. Three of the members are not City of Cocoa residents and his recommendation was to remove those three and replace with five appointees from Council and let the rest remain on the Board.

Councilmember Dyal noted most of the Boards have seven members and asked why this has eleven.

Councilmember Koss clarified the assigned funds for sustainability and pointed out the discussion that had gone on before the new City Manager came on. The amount was for recognition that the funds would be used to leverage grants to double for equity and resiliency.

Secondly, she stated that it was an interesting proposition to take away three positions that were county residents when two of them have businesses in Cocoa and to replace with appointees.

Councilmember Koss felt that this was draining and regrets the disrespect to the Board for the hours they have put into this, as well as the lack of appreciation for it. She asked how doing this to this committee and not others could be justified.

Deputy Mayor Goins stated he was trying to help the item. He believed if he did not than it would die completely and he clarified that they have five to eleven members because it was approved that way.

* **MOTION by Mayor Blake, to establish the maximum number of board members to five, each councilmember will appoint one person, a registered voter, and residing in their district and will be confirmed by the majority of Council and the board will refrain from meeting until all members are approved by Council and they will refrain from meeting with no quorum.**

Councilmember Dyal Seconded the Motion.

Councilmember Koss reminded everyone that they did not originally ask for eleven members when the resolution was brought forward. She stated her concern in that that Deputy Mayor Goins mentioned he knew how people were going to vote and if he has spoken with people outside of here. He noted he did not say that and that he was trying to help it.

Mayor Blake called a point of order.

She knows that there are two members who will vote against this. She does not know how the others will vote. She advised that Deputy Mayor Goins is saying that the only way to get a third vote was if they did what he mentioned and she was concerned. She realizes the value of Sunshine Laws and this has been political and there was a direct attack on her and hoped this was not the case.

Deputy Mayor Goins felt that a curveball had been thrown and does not do anything illegal or immoral. He noted he was the only one at this time who has attempted to make a plea to the Mayor and the only one who was trying to help, but gets accused of committing Sunshine violations. He has not spoken with anyone and he was not aware that this item was going to be on the agenda. He has had conversations with many lobbying him about the item. He reiterated that he was trying to help the item and he did not speak with anyone outside of the dias.

Councilmember Koss apologized to the Deputy Mayor.

Assistant City Attorney Eick clarified the call of the question.

THE MAYOR CALLED THE QUESTION.

AYES: BLAKE, DYAL, GOINS

NAYES: HEARN, KOSS

THE MOTION CARRIED (3-2)

* **MAYOR BLAKE CALLED THE QUESTION FOR THE RECOMMENDED MOTION.**

AYES: BLAKE, DYAL

NAYES: GOINS, HEARN, KOSS

THE MOTION DIED.

* **MOTION by Deputy Mayor Goins to allow seven members to be appointed to the Sustainability Advisory Board instead of five and to give three weeks from today for Council to provide their appointees. The City Manager as well as the Community Services Director will each appoint one for a total of seven members.**

Councilmember Koss Seconded the Motion for Discussion.

She asked why this was different from any other board and asked if staff had previously appointed committee members. She asked the Assistant City Attorney if this was unprecedented.

Assistant City Attorney Eick stated it should be noted that the appointees would have to be confirmed by the majority of Council.

Councilmember Koss confirmed that the current committee is no longer and the new committee will be council and staff controlled. Deputy Mayor Goins stated that council is not saying that council cannot select the same members that are on there now.

Assistant City Attorney Eick clarified that the appointees would be living or have property or a business in the district with the exception of the Mayor as he is at large.

City Manager Whitten recommended that if two staff appointments are made than they both be by the City Manager.

* **Deputy Mayor Goins amended his Motion to have two appointees by the City Manager. Councilmember Koss Seconded the Amended Motion for discussion.**

She asked why this was different from any other board.

AYES: BLAKE, GOINS, DYAL

NAYES: HEARN, KOSS

THE MOTION CARRIED (3-2)

VIII. City Business:

1. Approve a resolution amending the FY2022 Budget to reallocate funds to Don "Mo" Stradley Park for needed Capital Improvements, BAF #22-017-A. (21-712). (City Manager/Public Works Director)

Mayor Blake supports staff's recommendation. He clarified that this was a reallocation of dollars and an amount of $575,000 would be reallocated to the Mo Stradley Park fund and he listed the items that he felt were a priority.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve staff's recommendation. The motion was opened for discussion.**

Alicia Phillips, 1075 Sangria Circle, Rockledge, is the secretary for Cocoa Youth Athletic League and they appreciate Council approving the allocation. She knows that the County has put out money for baseball and softball leagues, however, they have had to put football registration on hold because they have so many kids and there can only be so many kids per team. If the appropriate allocations were done to re-establish that as a central park it could all be done right there. She feels it is going to take a lot more money. They have raised $100,000 in three years and it has all gone right back to the kids. She asked Council to consider Stradley again if there are any other monies left.

Kristin Lortie, 5524 Brilliance Circle, Cocoa, supports the needs at Stradley Park. She added that she is for "Team Cocoa" not just District 3 for which she resides. She petitioned that everyone get behind this and that money be spent according to the plan. She would like a presentation on the bigger picture of how monies will be spent. Furthermore, she believed that they could be addressed by having a comprehensive plan and that she is anxious to hear that plan.

Steve Murphy, 3733 N. Sherwood Circle, Cocoa, thanked the Utilities Department because within the last two years they detected leaks and they alerted him ahead of time. He spoke of two issues he has with Stradley Park. The first is that District

4 was left out of the budget and Stradley is located in that district. He was assured that they were looking at the whole picture and now two weeks into the new fiscal year there is a $500,000 modification. He asked how this occurred and wanted to ensure it would not happen again. This is not an emergency but a lack of planning.

City Manager Whitten stated that he failed to mention that this is a part of the special taxing district and there are budget medications that happen all of the time. This is readdressing that. He assured Mr. Murphy that he has heard his comments and that this is a reallocation of dollars as children need to play on safe surfaces.

The County is resurfacing and irrigating the softball and baseball fields as well as putting about $325,000 into septic to sewer conversions. Conversations will be held with the County and Cocoa Little League.

Deputy Mayor Goins believed that this was a no brainer and they are trying their best to do the best they can. Staff and the City Manager have done their best to locate funds for Stradley Park. He agreed a process can be worked on but believed that Council is committed to keep parks equipped and this process should begin before the season starts.

Councilmember Dyal advised that his neighbor spoke earlier about the fields falling apart.

Councilmember Hearn felt that this was sad and it comes up every meeting. There is an assumption that three members of Council looked at the parks and overlooked Stradley. He spoke about the problems with the parks in his districts and feels that to a certain extent they have to hold councilmembers accountable for what is happening in their districts. He has parks in his district in need of bathrooms and advocated for it. Council cares about what happens in all of the Cocoa parks and to say that they do not is wrong.

Councilmember Koss stated that with all do respect it is hard to advocate when you are on your back in a trauma center and during the two hours that these decisions were made she was still being treated for her injuries. She acknowledged Ms. Phillips' passion and stated she had presented a spreadsheet to the City Manager and advocated for projects. It is hard to not be in the room when decisions are being made. She assured Ms. Phillips' that she would try to meet with her and Commissioner Lober.

Mayor Blake advised that he was called on a Saturday to attend a game and he assured the league that the City would get to a point where they could provide aid. He cannot help what has happened in the past but this was a start. There is more

to come but they have to work and have an understanding heart to get to where they want to be.

Councilmember Hearn pointed out that Stradley Park has been around longer than he has. He has seen what needs to be done and has listened to citizens and heard their complaints. He follows up on something if he submits it.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve entry into Piggyback Agreement with Sutphen Corporation, 6450 Elterman Rd., Dublin, OH 40316; Authorized Sutphen Dealer with the State of Florida-South Florida Emergency Vehicles, for the purchase of a Fire Rescue \ Pumper Apparatus in the amount of $634,500, to replace aging reserve Fire Rescue \ Pumper Apparatus. Authorizes the City Manager to sign all documents and contacts associated with Piggyback Agreement. The FY21 Budget Amendment was Approved at the Budget Workshop on April 16th 2021, in the Amount of $605,000, Resolution 2021-043, however the Funds are insufficient. Approve a Resolution Amending the FY22 Budget, BAF# 22- 006-A. (21-412). (Deputy Fire Chief)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Inform City Council that Task Order 2022-22 approved by Council on September 28, 2021, previously titled SCADA Design has been retitled SCADA Maintenance. (21-668). (Utilities Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 9/30/2021. (21-671). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-691). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-692). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-693). (Finance Director)

X. Reports:

Deputy Chief Byrd provided a brief report on COVID-19 statistics. He stated that the latest trend in Brevard County is that we are seeing a downward trend in positive cases. Currently, 68% of Brevard County is fully vaccinated. In the past several days, there have been three hundred new cases in Brevard County and an additional 1,400 were vaccinated.

City Manager Whitten announced that Mr. Smith and Ms. Morgan attended the Low Impact Conference and would be looking for ways to implement those ideas into future projects.

Ms. Senger pointed out that Saturday, November 6, 2021 is the Food Drive Kick Off at Erdman Nissan/Toyota from 8 a.m. until 5 p.m.

She further announced that the Housing Manager was hosting two community events. They will be held on November 3, 2021 at 4:30 p.m. at Endeavor Elementary School and the other will be on November 4, 2021 at 5:30 p.m. at the Dr. Joe Lee Smith Center. They will be in regards to the Consolidated Plan. There is a survey available online as well if one cannot make it to the meetings.

Lastly, she stated they just received information that Michigan Avenue was re-opened.

Councilmember Dyal thanked all for coming out as well as staff for all of their hard work. He further stated that when he was growing up Travis Park was called the Tiger Den and he would like to see that brought back so that kids could enjoy it.

Lastly, he mentioned his attendance at the K9 Competition and that it was a fabulous event. There were over twenty-four teams and four thousand people in the crowd.

Chief Collier added that they exceeded their fundraising goals.

City Manager Whitten advised that the new Planning & Zoning Manager Cynthia Thurman was sitting in for Ms. Neuterman tonight.

Deputy Mayor Goins advised that regardless of the debate and disagreements they may have on the dias this is how things get done. He also agreed that the K9 Competition was good and appreciated all that the first responders do.

He has a busy weekend coming up as his daughter is on Homecoming Court and it was an exciting time for them.

Deputy Chief Byrd added that beginning November 1st the Annual Turkey Drive would begin. People can apply in person or online at Fire Station 1 on Dixon. Turkeys will be given out on November 22nd.

Mayor Blake stated that there was a great turnout at the Craft Fair and a large volume of vendors. There were over 250 vendors there.

On October 28th there will be a Community Celebration at Dr. Joe Lee Smith Center for Cocoa PAL.

Mayor Blake attended an event for the National Veterans Homeless Coalition with Representative Tyler Sirois.

Mayor Blake requested that updated information such as EMS and Fire calls be placed on the Fire Department's website. He would like it to start with January 2021 information.

Councilmember Hearn agreed that the craft fair was a huge success.

Councilmember Hearn stated that he will be traveling to the Florida League of Cities IEMO II Conference beginning on Friday, November 12th through Sunday, November 14th. He will be staying at the Embassy Suites by Hilton Tampa Westshore in Tampa and the estimated cost of the trip including registration, hotel reservations, mileage, parking and per diem will be around $800.00 dollars. This is budgeted under Council's travel and per diem account.

Councilmember Koss thanked all for attending the District 4 Town Hall meeting. She felt it was well attended. She announced that she would be holding a Community Meeting on Saturday, November 13th at 1 p.m. She thanked her husband for all of his support.

Councilmember Hearn requested that council and staff meet before the end of the year for a Council retreat or to receive direction on what they could expect in the upcoming year.

City Manager Whitten agreed to look into his request.

Mayor Blake asked about the Painting and Landscaping program and if one applies online or through Community Services.

Deputy Mayor Goins announced that he, along with Councilmember Koss will be traveling to the Florida League of Cities 2021 Legislative Conference beginning on Wednesday, November 3rd through Friday, November 5th. At this time there are no hotel rooms available so we will be driving to and from the conference. The estimated cost of the trip including registration, mileage and parking will be around $325 per person. Per diem reimbursement may also be available for no more than $51 dollars per day. This is budgeted under Council's travel and per diem account.

In closing, it was pointed out that the Fall Festival is October 30th from 3-7 p.m. in Riverfront Park.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of October 26, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:32 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

April 28, 2021

Mrs. Jennifer Riggs
1629 N. Indian River Dr.
Cocoa, FL 32922

Dear Mrs. Riggs:

Please accept my congratulations on your recognition in honor of National Volunteer Week.

As Florida's Chief Financial Officer and a former small business owner, I know it doesn't take long to identify those who have the skills and leadership to achieve their goals and accomplish great things. This recognition is truly a special honor and is the culmination of years of hard work to rise to the top of your profession. I join with your family and friends in celebrating this tremendous honor.

Congratulations again on this exceptional achievement. My door is always open, and please let me know if I can be of assistance to you in your future endeavors.

Sincerely,

Jimmy Patronis

Jimmy Patronis
Chief Financial Officer

JP/ze

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 FAX (850) 413-2950

TO: city clerk for meeting records

LACEY · LYONS
REZANKA
ATTORNEYS AT LAW

Stephen J. Lacey
Managing Member

Aaron D. Lyons
Managing Member

Kimberly B. Rezanka
Partner

Robyn W. Hattaway
Partner

Ethan B. Babb
Associate Attorney

Audrey S. Wanich
Associate Attorney

Cocoa City Council
October 26, 2021
Three Fountains of Viera, Inc. Appeal (VII.3)

I. Condominium Association of 250 members, 40 new owners since Jan. 2020
Sudy Shen, Property Manager; Melissa Haun, President

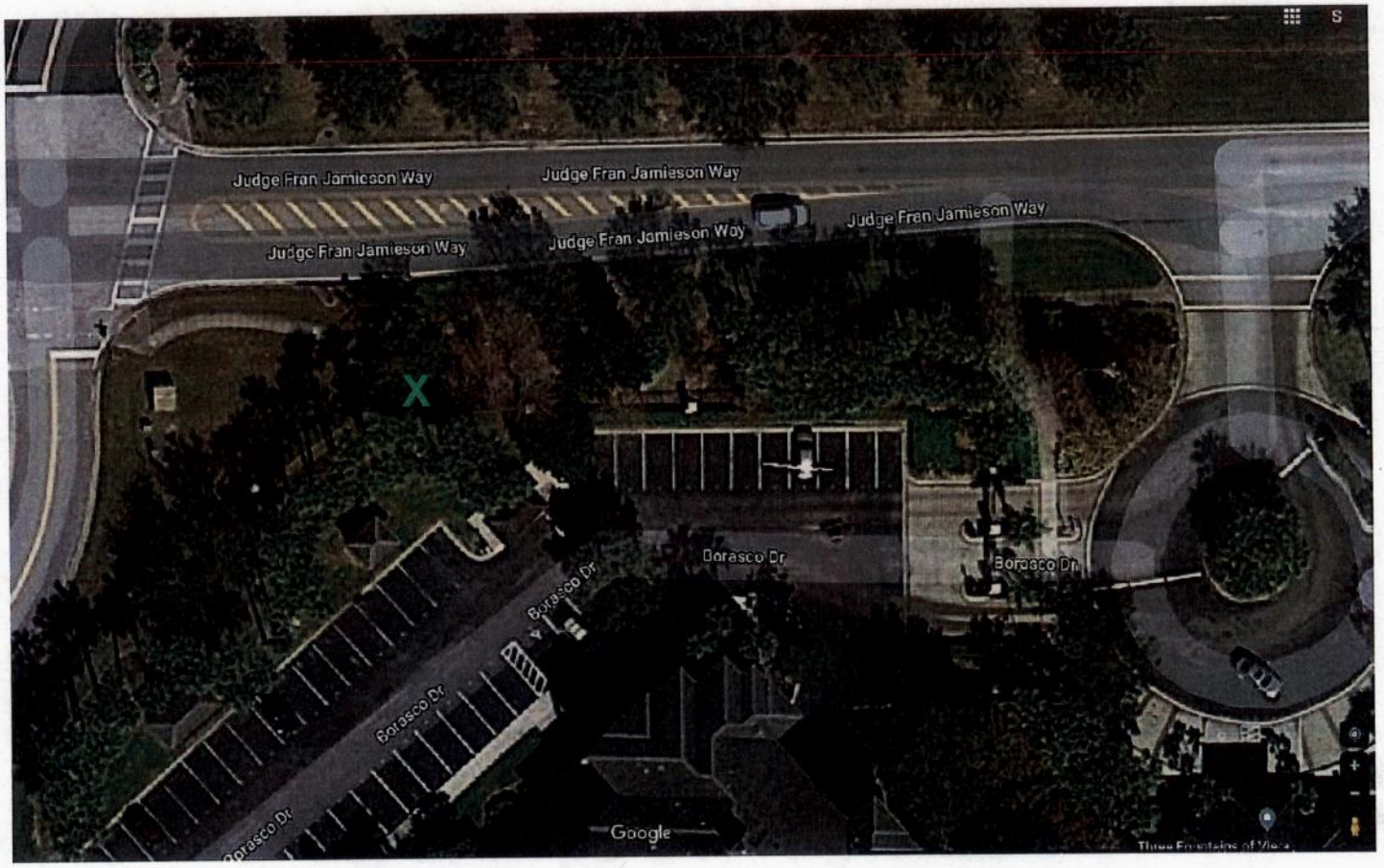
II. Fairness & Responsibility
- A. Meter belongs to City Utilities. Customer had no knowledge of billing errors.
- B. Utilities Handbook §3.D. Customer responsible only for piping and water leaks.
- C. Utilities Handbook §7.D. Every meter is read once a month. Staff…will note any meters that appear to have stopped working.
- D. Utilities Handbook §8.G. Utility Billing Adjustments: To be billed their "average monthly consumption" for… preceding months they were previously billed zero consumption".
  1. **Never billed for zero consumption.**
  2. Estimate based upon 2 months consumption AFTER "zero consumption".
  3. Not proper average – should have been prior usage.
  4. Months used are typically high usage months:
     November & December 2020; seasonal owners; holidays; pandemic
- E. "THE CITY MAKES EVERY REASONABLE ATTEMPT TO DETECT A STUCK METER AS SOON AS POSSIBLE." Oct. 2017 – Oct. 2020 not reasonable.
  City had repaired meter several times in that time frame.
- F. Utilities Handbook §8.G. Utility Billing Adjustments. "Stuck Meter" maybe

Cocoa's billing system had the ability to create work orders or reports for meters with zero flow.

- G. County Sewer Charges: Improper estimate doubles sewer charges. **$111.071.98**

III. Failure of City's contract duties. Maintenance is obligation of the City.
Forgive, Reduce, Payment Plan.

X MARKS METER LOCATION
THREE FOUNTAINS OF VIERA









LACEY · LYONS
REZANKA
ATTORNEYS AT LAW

Stephen J. Lacey
Attorney, Managing Member

Aaron D. Lyons
Attorney, Managing Member

Kimberly B. Rezanka
Partner

Robyn W. Hattaway
Partner

Ethan B. Babb
Associate Attorney

March 19, 2021

Via Hand Delivery and Email: LSampson@cocoafl.org

Ms. Lisa Sampson
Utility Customer Service Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Our Client/Account Name: Three Fountains of Viera
Account Number: 294855-156868
Service Address: 6401 Borasco Drive 250 Units

Dear Ms. Sampson:

This Firm represents Three Fountains of Viera Condominium Association, Inc. ("Association") regarding the Association's dispute with the City of Cocoa's estimated billing due to the City's "stuck meter". In accordance with the Cocoa Florida Utilities Handbook adopted by the City of Cocoa Counsel – updated 8/26/19, this letter should serve as Formal Notice of our Client's Appeal on behalf of the Association. Previously, the Association has had extension communication with Jeremy Vazquez, Customer Service Supervisor, to dispute this back-billed fees of $32,494.35.

On or about February 1 and 2, 2021, the Association received five (5) invoices reflecting a change in billing for water and sewer charges from January 2020 through October 2020. Those invoices are enclosed as Exhibit "A". The invoices are incredibly confusing, lacking in clarity, and included no explanation. As the Association must collect funds from current members of the Association, these invoices indicated that current members could be liable for water and sewer charges incurred by past due owners in the Association.

To summarize, the Association has been charged for an "estimated" amount of water consumption for billing cycles beginning January 2020 through October 2020, which totals $32,494.35. That is the total back-billed amount. The City is basing these back charges on a "stuck meter" provision in the Utilities Handbook, which allows for 12 months of estimated back charges. However, the "stuck meter" assertion is inappropriate here, as the "meter" did indeed read water consumption, just a lower amount than it perhaps should have read. One chamber of the meter may have been registering improperly, or maybe it was registering correctly. It is unclear how the City - or even when the City - determined that the low-flow meter was not working properly, when it was repaired or what repairs were necessary. Moreover, the Association did not select this type of meter and should bear no responsibility to prove it worked or did not work. In fact, it is doubtful that the City retained the "broken" low-flow meter to allow inspection by the Association.

3

It is the Association's contention that is does not owe for the back-billed estimated amounts because the City breached its Agreement to maintain the meter and any "damages" are to be borne by the City; the maintenance of the meter and "low-flow" chamber is solely the responsibility of the City of Cocoa not the Association. Moreover, the City should have inspected the low-flow chamber long ago. It appears the meter was changed prior to the 12/14/15 – 1/14/16 billing period. Looking through the old invoices, the usage fluctuated greatly. The invoice with a billing date of 12/19/17 appears to reflect no change in the low-flow chamber. However, five (5) invoices in 2018 reveal low-flow usage, albeit nominal. All the 2019 invoices, and most all of 2020 invoices, show -0- readings for one of the meter readings – but there is no way the Association would have understood there might have been an issue with the meter. But the City certainly should have been on notice.

Second, the Association believes that as to the estimated amount, the estimate is grossly overstated for the ten months as the members' usage of water and sewer is clearly seasonable, upon review of the preceding five (5) years of utility bills. We suggest an estimate of 75 would be much more reasonable, based upon the average of usage from the change of the meter sometime in December of 2015. We expect this would result in a three-fourths decrease in the estimated amount owed, and the Association is willing to pay one-quarter of the back-billed invoices, in the amount of $8,125.58.

Should this be acceptable to the City, the Association will pay the full amount in 60 days. If this is not acceptable, we ask that this be send directly to the City Council for an expedited appeal.

Please confirm that water and sewer service to this account will not be shut-off due to the appeal of the back-billed amount. The Association received a delinquency notice today, Exhibit "B", demanding payment and threating to discontinue service if the back due amount is not paid by March 25, 2021 at 4:30.

Thank you for your prompt attention to this matter.

Sincerely,

Kim Rezanka

Kimberly B. Rezanka

KBR/bms
Enclosures

cc: Scott Whitten (via email: swhitten@cocoafl.org)
Anthony Garganese, Esq. (Via email: agarganese@orlandolaw.net)
Client

City of Cocoa

65 Stone Street
Cocoa, Florida 32922

FEB 0 2 2021

Office Hours: Mon - Fri 8:00 a.m. - 4:30 p.m.
Phone: (321) 433-8400 **Website:** www.cocoafl.org
Fax: (321) 433-8408 **Email:** customerservice@cocoafl.org

Account Number:	294855-156868
Account Name:	THREE FOUNTAINS OF VIERA
Service Address:	6401 BORASCO DR 250 UNITS
Due Date:	02/16/2021
Amount Due:	**$10,508.08**

Service Period	Meter Type	Meter Number	Meter Size	Previous Read	Current Read	Usage this Period (in 1,000 Gallons)
Meter Infomation located on the second page of the bill.						

Regional Utility Services and Charges

Regional Utility Services and Charges located on the second page of the bill.

11/25- 9,726.85
11/30- 10,903.96
12/28- 11,082.31
2/01 - 10,508.08

Total Current Charges	**111,071.96**

Billing Summary

Billing Date	01/25/2021
Due Date	02/16/2021
Deposit Held	**$1,354.00**
Previous Balance	6,973.84
Payments	-107,537.72
Previous Adjustments	0.00
Balance Forward	**-100,563.88**
Total Current Charges	111,071.96 *
TOTAL AMOUNT DUE	**$10,508.08**

Due ↗

Your account is enrolled in Auto Pay and will draft on the 7th day after the bill date. We'll automatically debit the bank account you've chosen for the total amount due for your utility services. **Please do not pay this bill.** Please remember to update your auto pay with any changes to your bank account information.

✓ They deducted from our bank ACH 2/01/21

SEE REVERSE - DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Service Address: 6401 BORASCO DR 250 UNITS

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Account Number:	294855-156868
Due Date:	02/16/2021
Amount Due:	**$10,508.08**
If Paid After Due Date:	$10,665.70
Payment Amount:	Amount to be drafted

PLEASE MAKE CHECKS PAYABLE TO CITY OF COCOA

6 6 - 3895

THREE FOUNTAINS OF VIERA
6401 BORASCO DR
MELBOURNE FL 32940-6120

City of Cocoa
P.O. Box 1270
Cocoa, FL 32923-1270

00029485500015686800001050808 5

City of Cocoa

65 Stone Street
Cocoa, Florida 32922

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Service Period	Meter Type	Meter Number	Meter Size	Current Read	Previous Read	Usage this Period (in 1,000 Gallons)
12/10/2019 TO 1/13/2020	Water	070229348	3 inch	4964	5276	312
12/10/2019 TO 1/13/2020	Water	070229348	3 inch	12038	12305	267
1/13/2020 TO 2/12/2020	Water	070229348	3 inch	5276	5588	312
1/13/2020 TO 2/12/2020	Water	070229348	3 inch	12305	12559	254
2/12/2020 TO 3/10/2020	Water	070229348	3 inch	5588	5900	312
2/12/2020 TO 3/10/2020	Water	070229348	3 inch	12559	12783	224
3/10/2020 TO 4/09/2020	Water	070229348	3 inch	5900	6212	312
3/10/2020 TO 4/09/2020	Water	070229348	3 inch	12783	13076	293
4/09/2020 TO 5/12/2020	Water	070229348	3 inch	6212	6524	312
4/09/2020 TO 5/12/2020	Water	070229348	3 inch	13076	13394	318
5/12/2020 TO 6/09/2020	Water	070229348	3 inch	6524	6836	312
5/12/2020 TO 6/09/2020	Water	070229348	3 inch	13394	13652	258
6/09/2020 TO 7/15/2020	Water	070229348	3 inch	6836	7148	312
6/09/2020 TO 7/15/2020	Water	070229348	3 inch	13652	13955	303
7/15/2020 TO 8/12/2020	Water	070229348	3 inch	7148	7460	312
7/15/2020 TO 8/12/2020	Water	070229348	3 inch	13955	14224	269
8/12/2020 TO 9/10/2020	Water	070229348	3 inch	7460	7772	312
8/12/2020 TO 9/10/2020	Water	070229348	3 inch	14224	14493	269
9/10/2020 TO 10/14/2020	Water	070229348	3 inch	7772	8084	312
9/10/2020 TO 10/14/2020	Water	070229348	3 inch	14493	14982	489
12/10/2019 TO 1/13/2020	Sewer					579
1/13/2020 TO 2/12/2020	Sewer					566
2/12/2020 TO 3/10/2020	Sewer					536
3/10/2020 TO 4/09/2020	Sewer					605
4/09/2020 TO 5/12/2020	Sewer					630
5/12/2020 TO 6/09/2020	Sewer					570
6/09/2020 TO 7/15/2020	Sewer					615
7/15/2020 TO 8/12/2020	Sewer					581
8/12/2020 TO 9/10/2020	Sewer					581
9/10/2020 TO 10/14/2020	Sewer					801

Regional Utility Services and Charges

Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,202.57
Brevard County Sewer - Residential Multi Family	7,311.82
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,108.84
Brevard County Sewer - Residential Multi Family	7,406.38
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Total Current Charges	**111,071.96**

City of Cocoa

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Cocoa Water - Base & Consumption/Outside Rate	2,892.54
Brevard County Sewer - Residential Multi Family	7,265.98
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,390.03
Brevard County Sewer - Residential Multi Family	7,588.90
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,570.28
Brevard County Sewer - Residential Multi Family	7,705.90
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,137.68
Brevard County Sewer - Residential Multi Family	7,425.10
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,462.13
Brevard County Sewer - Residential Multi Family	7,635.70
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,216.99
Brevard County Sewer - Residential Multi Family	7,476.58
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
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Cocoa Water - Base & Consumption/Outside Rate	3,216.99
Brevard County Sewer - Residential Multi Family	7,476.58
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	4,803.19
Brevard County Sewer - Residential Multi Family	8,506.18
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Total Current Charges	**111,071.96**

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Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	3,216.99
Brevard County Sewer - Residential Multi Family	7,476.58
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Brevard County Sewer - Residential Multi Family	7,476.58
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Cocoa Backflow on 2.5" to 10" Meter	14.60
Cocoa Water - Base & Consumption/Outside Rate	4,803.19
Brevard County Sewer - Residential Multi Family	8,506.18
Cocoa Hydrant	2.56
Brevard County Reclaimed Water - Commercial	110.00
Total Current Charges	**111,071.96**

COCOA
FLORIDA

Utilities Handbook

Adopted by the City of Cocoa Council
Updated as of 8/26/19
Policy #1000 Rev. 1

City of Cocoa
65 Stone St.
Cocoa, FL 32922
Phone 321-433-8400 | Fax 321-433-8408
customerservice@cocoafl.org

Introduction

The policies and procedures contained in this document are intended to define the relationship between the account holder of utility services including water (potable and reclaimed), wastewater, and solid waste collection and the City of Cocoa. These policies are, by notification of and availability to all customers, made part of the contract for service entered into by the account holder. By contracting for service, the account holder acknowledges the applicability of these policies and procedures listed in this document as well as those either expressly written or not written in the City of Cocoa Utility Service Policies and Procedures Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details and agrees to abide by them.

The polices and procedures included in this handbook were adopted by the Cocoa City Council at their regular meeting held on August 14, 2019.

D. Account Holder Responsibility for Piping and Leakage

The account holder shall be defined as the person contracting service until or unless the contracted service is voluntarily or involuntarily discontinued. In the absence of any active contract for service, the property owner shall be the account holder. See section *Revert to Property Owner* for details.

The City is only responsible for correcting leaks on the main water system and up to and including the water meter.

The City is not responsible or liable for the account holder's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for, or liability arising because of, the condition of water and/or sewer piping, plumbing or any apparatus on the premises of the account holder and/or property owner. Water pulled across any of the points of service listed above immediately becomes metered water. Metered water that is knowingly or unknowingly either used, lost, leaked, or stolen is considered consumption and is the property and responsibility of the account holder.

The City does not assume any responsibility for, or liability arising because of, any loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the account holder's premises.

The account holder is responsible for leakage in the piping on his/her property on his/her side of the water meter at the point of connection to the meter and/or backflow prevention assembly, if applicable, and will be charged for water and/or sewer based on water use as indicated on the meter.

The account holder is responsible for monitoring and safeguarding any intentional or unintentional consumption of water, regardless of any conditions or circumstances known or unknown to the account holder and/or property owner, that may contribute to water loss, leak, or theft of water.

The City is not responsible for investigating, informing, or prosecuting due to water leaks, loss, or thefts on the customer's side of the water meter. As a courtesy the City makes a reasonable effort to inform the customer of excessive or active water usage, if noticed, during routine meter reads or maintenance. It is the customers responsibility to regularly monitor their water meter usage/flow rate indicator for symptoms of water loss. ✳

When a customer requests the water meter to be turned on it is the responsibility of the customer to make sure all valves, faucets, hoses, and any other appliances that demand water are turned off prior to the City representative turning the meter on. If the City representative notices the meter flow rate indicates active water use when turning on the water meter, the meter will be immediately turned back off and a reasonable attempt to leave a notice that the meter was turned off will be made. In the event the City does not detect any active water flow, the City is not responsible for any water loss or damage.

For details regarding system operations for the City of Cocoa, please refer to the City of Cocoa Utility Service Policies and Procedures Handbook, the City of Cocoa Utilities Technical Provisions and Standard Details and/or City of Cocoa Code of Ordinances.

Section 7 – Utility Billing for Service

A. Monthly Utility Bill

Account holders will receive a monthly utility bill for services rendered. The bill can be presented on paper and mailed through the United States Post Office, or it can be presented electronic through e-billing, but not both. To subscribe for e-billing the account holder can visit https://cocoafl.firstbilling.com

Copies of current and historical bills and delinquency notices can be obtained by registering the account at https://cocoafl.firstbilling.com.

B. Failure to Receive Utility Bill

Once a paper utility bill has been placed in the mail or dropped off at the US Post Office. or an e-bill is sent to the various internet service providers, the City is no longer responsible for that utility bill. Payment for that utility bill is due to the City even if the account holder does not receive it in the mail or through e-billing e-mail. All account holders who receive utility service with the City, regardless of receiving a bill, are required to remit payment for services received. Failure to receive a utility bill does not exclude any account from penalty or disconnection.

C. Billing Cycle

Account holders are billed on a cyclical basis twelve times per year at approximately monthly intervals. The length of a billing cycle shall often vary month to month depending on variables that influence the ability to read the meter on the same day each month. The service period dates are determined by the date the meter was read the previous month to the date the meter is read the current month.

The initial and final utility bill for a new account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate.

Bills are due 20 (twenty) days from the date of issuance. Failure to receive a bill will not avoid the necessity of payment. The bill is past due if payment is not received and posted to the account by the close of business on the due date. Due dates are not adjustable. Should the bill not be paid in time a late fee shall be assessed and billed on the next billing cycle.

The bill is considered past-due if payment is not received and applied to the account on the forty-fifth (45th) day from the billing date of issuance. A courtesy delinquency notice may be mailed, providing the account holder seven (7) additional days to remit immediate payment, for a total of fifty-two (52) days including weekends, holidays, and City closures. Delinquent accounts shall be scheduled for interruption of service as early as the fifty-second (52nd) day and subject to penalties if full payment is not received and posted to the account by the close of business. on the 52nd day from the billing date of the oldest, delinquent bill.

The account balance must be paid in full before service is reconnected. No second notice will be mailed for disconnection due to nonpayment.

The City may attempt a call using an automated notification system to a phone number provided by the account holder alerting the customer as to the planned date of disconnection. It is the responsibility of the account holder to ensure that all information on the account, including telephone numbers and e-mail address, is accurate and current.

D. Meter Reading

Every meter is read once a month unless conditions prevent an actual reading from being obtained and require the bill to be estimated. The bill shall reflect if it has been estimated. Some meters are read by visually inspecting them while others are read through radio frequency. All locations containing a meter will be read on a monthly basis regardless of the status of an account. Staff conducting meter readings will note any meter where readings are questionable or meters that appear to have stopped working. The account holder should maintain the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. The City of Cocoa will take all measures necessary to ensure reading of the meter including towing of vehicles. If a failure to retrieve a reading is due to account holder (or their agent) obstruction or due to damage caused by an account holder (or agent), notice will be

scanned into the City;s records system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see section *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

F. Deceased Account Holder and Estate Account

Property titled with joint ownership: Upon death of an account holder who is the property owner, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, must request to transfer the service into their name.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account transfer to the surviving co-owner of the property will be mailed to the service address on record.

Property titled with one owner: Upon death of an account holder, the sole property owner, a surviving family member may request to transfer the account into the ownership of an estate for the decedent, if probate has been filed. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administer of the estate to either disconnect the account or service must be contracted by an authorized person prior to this date.

If the City of Cocoa receives notice or determines that an account holder (property owner) is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an Application for Utility Service must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall automatically terminate after six (6) months, or the surviving family member may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an Application for Utility Service has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice.

Rental property with tenant: If the City of Cocoa receives notice or determines that a account holder (tenant) of a rental property is deceased, notification of account termination will be sent to the service address. The letter will set forth a date, a minimum of two (2) weeks from the date of notification in which an Application for Utility Service must be completed by and received in accordance with this policy in order to continue service at the location of the deceased tenant account holder. Once the account is terminated, any unauthorized consumption will be billed to the property owner. See section *Unauthorized Consumption on Inactive Location*.

G. Utility Billing Adjustments

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error*:* If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

be limited to a maximum; however, each instance shall be reviewed by City staff to determine the validity of the request as excessive, repetitive leaks or plumbing that isn't corrected will not be eligible for excessive use adjustments.

6. In the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:
    a. The calculated credit does not have to exceed $50.00.
    b. An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, regardless of account type.
    c. The High Consumption Credit Processing Fee shall be waived.

Any deviation from current City policies and/or procedures by City staff that causes an unnecessary, prolonged, or excessive water leak, resulting in high metered consumption, may be considered for an additional adjustment authorized by City management reviewed on a case by case basis. The adjustment will only be applicable to the amount of water lost within the timeframe the City deviated from policy/procedure.

* Stuck Meter*:* Often the symptom of a stuck meter is a few months of no water consumption recorded on an active account. In the event the City believes a meter may be malfunctioning or stuck and under registering water consumption a maintenance crew may be sent to test and/or evaluate the meter and the customer contacted for a status on occupancy. If the meter is determined by City staff to be stuck it will be replaced and the account holder will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero consumption. The City makes every reasonable attempt to detect a stuck meter as soon as possible; however, it can be difficult for the City to determine if the zero consumption is due to vacancy or meter malfunction. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero consumption on an active account when they believe they should be billed otherwise for water use.

H. Utility Debt Collection

The City is authorized to collect delinquent utility fees as promulgated in the City of Cocoa Code of Ordinances Section 22-18.

Utility Collections*:* In the event an account holder has an outstanding balance on another account, the outstanding balance will be transferred to the current account. All delinquency procedures and service charges will apply. Per City of Cocoa Ordinance Section 22-18, the City shall be entitled to recover all costs, including but not limited to, reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges.

Any fee or charge due to the City which is not paid may be recovered by referring the account to a third-party collection agency and/or bringing an action at law. In addition to any other remedies or penalties provided in this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees, in order for the City to service a utility account or to collect any amounts you may owe, the City may contact the customer by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges. We may also contact the customer by sending text messages or emails, using any email address provided to the City. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. By contracting service, the account holder agrees that the City of Cocoa may contact him/her as described above.

Utility Liens*:* All past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated, in accordance with Florida Statute Chapter 153.67. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided for his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner

Year	FY2012 Consumption	FY2013 Consumption	FY2014 Consumption	FY2015 Consumption	FY2016 Consumption	FY2017 Consumption	FY2018 Consumption	FY2019 Consumption	FY2020 Consumption	Additional Consumption	New Bill
October	480	599	486	672	471	576	298	217	171		171
November	544	573	588	582	695	602	326	291	264		264
December	537	549	566	538	505	529	198	232	205		205
January	597	624	582	690	599	552	173	209	267	312	579
February	750	511	543	582	567	641	263	288	254	312	566
March	719	560	566	591	641	494	284	213	224	312	536
April	849	592	523	646	643	453	237	210	293	312	605
May	591	586	733	525	569	389	245	219	318	312	630
June	684	657	509	532	576	316	241	229	258	312	570
July	570	565	695	605	720	257	280	196	303	312	615
August	599	622	592	600	610	220	275	205	269	312	581
September	584	563	658	589	369	302	250	206	269	312	581
									177	312	489
Annual Consumption	7,504	7,001	7,041	7,152	6,965	5,331	3,070	2,715	3,272	(Ten Months)	5,752
Average Consumption	625	583	587	596	580	444	256	226	273		575
5 Year Average		2,972/5Yrs=	594	Annual Average Cons (5YR)		Stuck Meter (Three (full years) Average Cons 252)				10 Months Back Billing (575 Cons)	

New Register	Consumption High and Low Flow
Nov-20	588
Dec-20	603
Jan-21	668
Feb-21	593
Mar-21	597
Apr-21	625
May-21	605
Jun-21	496
Jul-21	635
	5,410
Average Cons	601

*May/June-21 Register became Stuck 2nd time. New type of Compound Meter set.

November Low Flow 268
+ December Low Flow 356
624/2 Months = 312 Back Billing for Low Flow Consumption
Based Off New Registers Average Consumption

Register before it became stuck
Register became stuck
Back Billing for ten months
New register

Account 294855-156868
Three Fountains of Viera
250 Units

Year	Ave Consumption	
2012	625	Before Register Became Stuck
2013	583	
2014	587	
2015	596	
2016	580	
2017	444	When the Register Was Stuck
2018	256	
2019	226	
2020	273	
2021	601	New Register - New Meter

(Back Billed and Additional 312 Cons for an Average of 575 Cons. Ten Months)
(Policy is to back bill up to 12 months, however the City waited two months to see the consumption with new register)

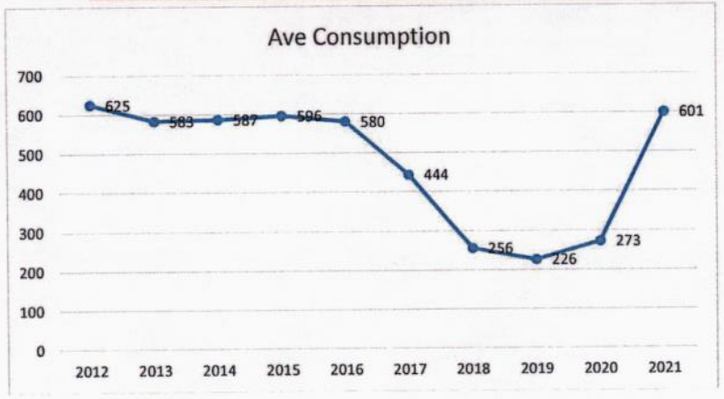


EXHIBIT C: Presentation given by J. Riggs

Restructure Cocoa's Sustainability Advisory Board?

Let's talk!

October 24, 2021

Jennifer Riggs
Chair, Sustainability Advisory Board

Hang on, we need to talk!

- Important facts in the agenda item are incorrect or used without context; they tell a mis-leading story and that may incite faulty conclusions. I emailed this information ahead.
  - Resignations, Quorum, Working Group
  - SAB Successes! Recommendations and completed projects.
- The Mayor is 100% right. It is high time for some change!
- Instead of the proposed changes, we need:
  1. A bridge to bring the ideas and recommendations into action items that benefit Cocoa
  2. Acceptance of the legal, productive working group format to augment regular meetings while saving staff time
  3. A consistently assigned staff liaison who wants to collaborate and get along and implement administrative fixes

Without changing anything, Council can already increase SAB diversity

- As things are, Council can recruit new volunteer and ask them to apply. There are spaces. New members will be welcome!!!
- We already have an array of representation
  - Jennifer, D2
  - Linda, D4
  - Marlene, D3
  - Jonathan, County business D1
  - Diana, D2
  - Joy, County business D1
  - Paige, D3
  - Ronald, County, business D1
  - Kate Rooney, D4
- It should not require knowing a Council member to volunteer on a city board.
- **With a volunteer board you get the best of both: Council can recruit AND new residents can join independently.**
- **SAB needs to remain a volunteer board as an entry ramp for citizen engagement. It ensures new people, fresh ideas, and independent people. People who self-select can be the best source of ideas and civic energy!**

SAB *does* need a bridge, a way to transform recommendations
into Action Items!!!!

And $$$$ for funding them.

You might not realize it, but the SAB has already been very successful!!!

"Safe, Clean, and Green: Cocoa's Path to Prosperity" showcases Cocoa's civic energy, and makes Cocoa look more attractive to investors and employers. This plan shines. It will be a cornerstone in Cocoa's history and become THE turning point for Cocoa's revitalization.

- SAB already helped Cocoa win grants; positioned Cocoa for more grants.
- Many city accomplishments and ongoing projects came directly from SAB ideas, planning, and work:

- Mayor's Fitness Challenge
- Stormwater Planning
- Duke Energy Agreement with Water Enterprise
- Citizen's Academy
- Community Gardens
- Living Shorelines Installation in Waterfront Park
- Beemats Installations
- Stormwater Pond Cleanup in Cocoa Village and Cocoa Hills
- Tree Canopy Grant
- ICLE Survey
- Parks Masterplan -- and the entire conversation around parks renewal
- John Gilbert History Grant
- Opening the Clearlake Loop
- The Natural History Museum
- Food Truck Court in Provost Park

You might not realize it, but the SAB has already brought forward multiple recommendations

- 20+ Recommendations in the Executive Summary
- 150+ Recommendations in the Plan itself
- 6 Highly Prioritized Projects for the near term (I personally brought them to a budget meeting)

- We have not heard back from Council or staff on these

- Again, we need a bridge – a way to transform recommendations into ACTION ITEMS – and then track their progress. And then fund them!

The agenda item implies that resignations are a nuisance and that the SAB cannot maintain continuity

- This is false!
- Most were due to moving, health, or family/job issues. Resignations are a part of real life.
- Most previous members of the board are still active, in contact, and supportive.

SAB Resignations

- Dennis Childs – did not join after receiving initial city requirements
- Susan Hushla – sister got cancer; rental property upkeep
- Giselle Niemann – moved to Jax
- Trina Gilliam – work conflict (Rockledge meeting time)
- Rafael Costas – never showed
- Paul Johnson – moved to TN
- Melissa Martin – moved OR
- Jo Shim – moved to Lakeland
- Angelique Rindaldi – said job too demanding (Tallahassee)
- Kayln Palmer – death of family member, job change
- Jennifer Kenney – ageing father
- Robert Musser – bad faith with staff and his boss (discuss Charlene's role in this?)
- Is there anyone else . . .who? Where are their numbers coming from?

Quorum Call October 7, 2021

- Staff made day-of calls for quorum without advance notice. They did not facilitate making quorum in advance.
- Four members responded positively; staff assumed a non-response was a no.
- Staff cancelled the meeting;
- Two members who were planning to come received the cancelation notice and changed their plans.
- I asked that the meeting become working group so we would not be rude and cancel on our speaker presentation.
- Related Details Does this sound familiar? Like PAB?
  - Diana Robison did not receive an initial email request for quorum.
  - She did not see the quorum call the day of and did not reply.
  - She was notified at 4:12pm the meeting was canceled.
  - When she checked her phone at 5:44, she replied to staff and got no answer.
  - She decided not to come to the 6:00 meeting.
  - She would have made quorum.
  - Paige Horr was also planning to come to the meeting until the cancelation was announced and she changed her plans. She also would have made quorum.

Quorum

Staff has been using last minute quorum calls to cancel or disrupt SAB meetings since May 2019.

- Without notice in May 2019 staff began **making quorum calls *the day of* the meeting**. When members did not reply, staff **assumed "no show" and canceled the meetings**.
- I met with John T; he agreed calling members the day of was unreasonable. During we established that quorum call would be taken a week in advance, by email, when the agenda and minutes were sent out. If staff did not get an answer they would inquire ahead.
- During covid, staff reverted; in June 2020 I met with Matt Fuhrer who was acting City Manager; he agreed to re-established the advance process.
- For October 7, 2021 staff reverted again.

In the absence of staff disruption, SAB does NOT have a problem with quorum.

We need a new, dedicated liaison/recording secretary who wants to collaborate and work with us

- SAB Chair met with senior staff four times to attempt to iron out unproductive staff behaviors (May 2019, May/June 2020, October 2020, October 2021); agreement at the time but it hasn't really fixed the problem
- Landon Morely was great! Karen Hamilton was great! Kristine Khun was very good too.
- We need good rapport, non-defensive personality, writing skills, good hearing, interest in collaborating

Staff liaison has consistently worked to Sabotage the SAB

- Actively disrupting quorum as described before
- Insistence on bureaucratic, time-consuming, and ineffective committee proceedings (format, floorplan, transcripts vs. minutes, lack of action item tracking)
- Threatening with incorrect sunshine law compliance information re working groups and communication
- Refusal to provide basic IT support and use common collaboration tools
- Seeming to want to control rather than collaboration

The statement “beginning in 2020 due to a lack of quorum, the SAB began meeting as a working group” is **false!**

Working Groups began:

1. Because the floorplan and format of regular SAB meetings was not conducive to creative brainstorming and discussion intended to inform and explore issues, or refine language and find common ground
2. To get more work done: finish the plan, adopt projects
3. To have more meeting time without burdening staff

The first time SAB chose to have a working group instead of a regular meeting was October 7, 2021.

- We had a high-value speaker scheduled and wanted to make sure to hear his presentation and ask questions
- We would have made quorum if not for active disruption by staff; staff deliberately scuttled the meeting
  - last minute quorum call; if there was concern, staff could have called Monday or Tuesday, as previously agreed
  - canceling the meeting at 4:15 and sending all the members cancelation notice
  - seeking to convince the City Manager to support their decision to cancel the meeting when I asked them to rescind it
  - staff did not rescind the “meeting canceled” announcement
  - staff did not seek to notice the committee after the City Attorney advised there could be a working group as the meeting had been noticed and as long as there were not votes, and minutes were kept
  - staff went home after doing their best to tank the meeting (they did not reply to Diana Robinson at 5:44); the City Manager stayed late to support

Working Group Meetings

- Since the first SAB meeting, May 2018, members asked to sit face to face around a table, for better conversation. These requests were repeated, with explanation that a working group floorplan would be more productive. These requests were denied by staff.
- A working group floorplan was encouraged by community leaders: Satellite Beach, FIT, Brevard Sustainability Working Group,
- In December 2019 SAB received confirmation from the First Amendment Foundation and two attorneys that working groups are possible and in full Sunshine Law compliance if they have:
    1. Advance public notice
    2. Adequate room for anticipated participants
    3. Minutes
- Since January 2020, working groups have been a very effective and productive way of communicating publicly, preparing for meetings and accomplishing work. We have delivered clear minutes and met all our obligations for Sunshine compliance.

Detailed Administrative Recommendations

- Simplify minutes: focus on high level summary, motions and action items, not a verbatim transcript
- Post all working group and regular meetings in a single annual schedule (done once, but needs to continue)
- Board uses working groups for discussion and preparation; regular meetings for motions, voting, action item tracking, and speakers. This was ironed out previously (April/May 2021 meeting).
- Take quorum count ***a week ahead*** in same email that disseminates minutes and agenda (as previously agreed), not same day calls.
- Assign/support website for shared articles and notices (as previously agreed but never followed through on)
- Develop process for formally introduce recommendations to Council, updates to Council, and track decision/action on the recommendation
- Assign a dedicated staff person with good hearing, writing, summarization, and IT skills (Landon Morley, Karen Hamilton)

As written, the structural recommendations in the agenda item look like a death sentence for SAB

- Death by non-appointment or delay: "The board will refrain from meeting until all members are approved by Council."
- Death by stacking the decks: appointing people with no true interest in sustainability or who may want to work against it
- Death by quorum: similar to above, appoint people who will not show up to the meetings

The Ask: Requested Actions to Council

- Do not
  - limit the board size, or change it
  - limit the Council's ability to recruit members for the SAB; or limit volunteers' ability to apply/join on their own
  - interrupt scheduled board meeting

- Do
  - Request a bridge – a process to translate more of the plan from ideas and recommendations into action items
  - Assign a staff liaison who WANTS to work with the SAB and behaves collaboratively
  - Actively recruit new members to the SAB

In Conclusion, thank you for listening

- Important facts in the agenda item are incorrect or used without context; they tell a mis-leading story and that may incite faulty conclusions
  - Resignations, Quorum, Working Group
  - SAB Successes! And pending recommendations to Council
- The Mayor is 100% right. It is high time for change!
- Instead of the proposed structural changes, we need:
  1. A bridge to bring the ideas and recommendations into action items that benefit Cocoa
  2. Acceptance of an alternate, legal, productive working group format to augment regular meetings while saving staff time
  3. A consistently assigned staff member who wants to collaborate and get along and implement detailed Administrative fixes

Agenda Item 21-705:

- Was prepared by Charlene Neuterman who has been an intermittent but primary staff liaison for the Sustainability Advisory Board.
- Has false and misleading premises.
- Makes flawed structural recommendations that will compromise Cocoa's democratic and civic vitality.
- Misses administrative fixes.

- This briefing proposes a set of administrative and structural recommendations.
- This briefing addresses misleading storytelling and incorrect facts.

From:	Chelsea Partridge
To:	James Goins; City Council; Lavander Hearn; Herbert Dyal; Lorraine Koss; Michael Blake
Subject:	Support for SAB/Comment on Agenda VII.4
Date:	Tuesday, October 26, 2021 5:25:38 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello, my name is Chelsea Partridge, and I am a Supervisor for Brevard Soil & Water Conservation District. My address is 6731 Opal Ave, Cocoa FL 32927.

I am writing today on behalf of the Cocoa Sustainability Advisory Board. When I was elected in 2020, the first meeting I attended as an elected official was the Cocoa Sustainability Advisory Board. I was so incredibly impressed with this board and everything they have done for the city of Cocoa. The Cocoa Sustainability Advisory Board is an example to other municipalities and entities on what is possible in sustainability and what can be accomplished by extraordinary, dedicated citizens. They have done many projects that align with the principles of our soil & water conservation district and with conservation districts across the state such as building community gardens, surveying tree canopy, preventing water pollution with beemat installations for nutrient load reductions & stormwater planning, conserving soil by planting living shorelines, and getting citizens involved with sustainability and conservation efforts.

I highly encourage allowing the Sustainability Advisory Board to continue to do their work and to not proceed with any restructuring if it will slow down or inhibit any of the incredible progress they have made in the past three and a half years. It is becoming more and more clear that sustainability is absolutely imperative for progress and boards such as this should be commended and empowered so that our municipalities can thrive for generations to come.

Thanks,

Chelsea Partridge
Supervisor
Brevard Soil & Water Conservation District

Legislation Details (With Text)

File #:	21-818	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/16/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve the Minutes of the Special Meeting of November 30, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2021
Agenda Date: January 11, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special Meeting of November 30, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Special Meeting of November 30, 2021, as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

November 30, 2021

A Special City Council Meeting was held on Tuesday, November 30, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 4:32 p.m.

Pastor Randy Alonso provided the invocation and Chief Collier led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Deputy Utilities Director; Charlene Neuterman, Interim Community Services Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PIO; Ben Wenrich & Erik Montgomery, Helpdesk Support Techs; and Kristin Eick, Assistant City Attorney.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of November 30, 2021. (21-752)

2. Minutes: n/a

*** MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve the Agenda as presented for the Special meeting of November 30, 2021.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Emma Kirkpatrick, 430 Delannoy Avenue, HCVMS, spoke about Hot Cocoa Holidays and noted it was a month-long celebration hosted by the City, HCVMS, the Playhouse, and many others. This weekend is the 28th Annual Holiday Craft Bazaar and boat parade. December 13th is National Cocoa Day in Cocoa. Additionally, December 17th is their Holiday Bicycle Parade. She invited all to come dressed up for the parade and to decorate their bikes. It is a fun event. Other events were mentioned and she thanked Mark Clawson and Jeff Jarnac with Public Works for help installing signs.

Kristin Lortie, 5524 Brilliance Circle, Cocoa, advised that she is the moderator of the Cocoa Cares Facebook Group. She reviewed information that was requested on November 24 and noted that she has requests that go back to October 7th that she is still waiting on. She asked specifically about public parks spending, a parks master planning update and has a special interest in community engagement. She further mentioned the Sustainability Advisory Board restructuring and asked about any updates on that. Lastly, she has submitted suggestions for the upcoming newsletter and hoped for expanded community engagement in 2022.

Marlene Weiss, 2415 Tulane Drive, Cocoa, spoke about the Sustainability Advisory Board and that it was a diverse group of strangers that came together for the betterment of Cocoa's future. The Plan was done in order to help Cocoa prioritize and the City did engage in some of the recommendations made, however, they were overlooked in the budget. They hope to work closer with Council in the

next budget year. She felt this has been a learning process and thanked all of them for working with them and being patient. They want to work with City staff and Council.

Kristina Jackson, 205 Westchester Drive, Cocoa, noted that she was also speaking for Lisa Ruckman, 1314 Sanibel Drive, Merritt Island. She stated that her goal tonight was to share her experiences while on the Sustainability Advisory Board. She was on the Board form November 2020 until 2021. She noted that no doubt, there are members on the Board who are dedicated to making Cocoa a better place. Meetings were chaotic and the Chair missed three meetings. No one else was told she would not be there so they were not aware until they were at the meeting. Most agendas had no items. On May 27th there was a workshop, however, they received an email from the Chair stating they would not be voting on anything. At the June 4th meeting, they found out that ten budgetary items were discussed at the May 27th workshop and they voted on the top five at the June 4th meeting.

Additionally, ideas were decided upon at a non-recorded workshop. She opposed some items and had complained that votes had not been previously taken. She left at 9 p.m. from a meeting and items were still being discussed. Furthermore, she was not allowed to show a two-minute Power Point. She voiced other concerns and issues during meetings and felt that more communication between board leaders and Council would be helpful.

Mayor Blake thanked her for the courage to communicate the truth. He was sorry that she had to endure something of that nature. Ms. Jackson noted she was very hopeful when she joined the Board and reiterated that all of the members have a good heart, the Board just needs help. There are good intentions but she could see it do so much more.

Councilmember Koss understood that Ms. Jackson felt hurt. She received Ms. Jackson's emails on Thanksgiving morning. She submitted Ms. Jackson's letter of resignation for the record[1] which laid out issues as she saw them and where Ms. Jackson admitted that she had spoken with Mayor Blake several months prior. Councilmember Koss admitted that there were times where it was confusing, but overall what this group produced was an action plan that can help move the City forward. Her hopes were that they could look at ways to improve the Board and she felt that they never had the relationship with staff.

[1] EXHIBIT A: Resignation letter of K. Jackson submitted by Councilmember Koss

Ms. Jackson believed that staff was being used as an escape goat. There is so much more that could be done with the Board.

Mayor Blake thanked her again for having the courage to come forward and his greatest concern was to do what is best for the citizens of Cocoa. Furthermore, he pointed out that the current purpose was to reflect the community and to address all citizens concerns. Ms. Jackson added that all of the members were from one area of Cocoa. Mayor Blake looks forward to continued conversation.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $1,096,915.40 (10% of the Contract Amount of $10,969,154.00) for the Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI. (21-748). (Utilities Director)

2. Approve a Resolution Amending the FY2022 Budget, BAF# 22-025-A in the amount of $327,272, for the purchase (including closing costs) of four (4) parcels on Oleander Street. The parcels will be converted to approximately 40 surface parking spaces for use in Cocoa Village. (21-753). (Interim Community Services Director). (21-753). (Interim Community Services Director)

(B) Multi-Year Contracts:

3. Approve the City Manager to sign a multiyear agreement (2021-2024) with Regional Emergency Medicine Specialists Inc. and Dr. David Williams to provide Medical Director Services for the City of Cocoa Fire Rescue Department and allow the City Manager to approve and sign annual renewal for this service. (21-772). (Fire Chief)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approve a Resolution Amending the FY2021 Budget, to “Shore Up” Departmental Accounts with Negative Balances or Project Budgets, through the use of various Budgeted Lines or Fund Balance. BAF#21-110 A1, A2 and T3 (21-741). (Finance Director)

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution Amending the Fiscal Year 2022 Adopted Budget, BAF# 22-001-A, for Purchase Orders Rolled Over to Fiscal Year 2022, Due to Unspent Money for Capital Projects and Specific Operating Accounts, through the use of various Fund Balance Reserves and BAF# 22-002-A and T to Provide Budget for items Budgeted within FY21 and not Executed, also through the use of Fund Balance Reserves. (21-742). (Finance Director)

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 10/31/2021. (21-736). (Finance Director)

2. FY 2022 Budget Adjustment Report. (21-749). (Finance Director)

X. Reports:

Ms. Senger announced that December 11th from 3 p.m. until 7 p.m. at Riverfront Park was the Holiday Festival. It will immediately follow the Cocoa/Rockledge Holiday Parade. Additionally, Brevard Parks and Rec are still accepting parade applications. The parade begins at 2 p.m. at Rockledge High School.

She mentioned that we are still collecting for the Food Drive as well. Donations can be taken to all City facilities. They had a good turnout at both Erdman Automotive and Cocoa Walmart. They are also asking for non-perishable items be brought to the Holiday Festival as well, as admission is not charged.

Chief Lamm provided a brief update on COVID-19. He stated that since the pandemic started there have been 81,335 positive cases in Brevard County and 1,757 deaths. About 62% of Brevard County is vaccinated. He spoke briefly about the new variant and pointed out that they are not sure if the vaccine will fight it or not. They are still recommending that people be vigilant and protect themselves. The Merritt Island testing site will remain open until March as well.

Lastly, he announced that Lt. Mike Artelli, a former firefighter passed away this past Saturday. He promised to keep Council apprised of any arrangements.

Deputy Mayor Hearn expressed his optimism for the upcoming year and for all of the park updates. He has seen a lot more presence at the parks and knows that the planned updates are nowhere near completion.

He gave a shout out to the Cocoa High football team as they advance to another playoff game this Friday night.

Councilmember Koss spoke about the long emails she received on Thanksgiving as well as the long conversations that she has had with Ms. Jackson. She agreed that there were many items that members were asked to work on that staff took over, such as the Marker program. She noted that she has audited the videos and encouraged other Council members to do so as well. Minutes are not attached and some of the videos are not available either. She further pointed out that that the Sustainability Advisory Board wrote a plan and it is very difficult to do under the Sunshine Law.

Councilmember Koss felt bad that so many members had been thrown under the bus and spoke in detail about those members and their backgrounds.

She hoped moving forward the board will have a staff person with a sustainability lens and the capacity to bring that to the rest of staff. She was hoping for a report on the board tonight. There are a lot of municipalities without a Sustainability Advisory Board but have staff for sustainability, which could be another route.

Councilmember Koss offered her gratitude for the many hours of dedication from the members.

Councilmember Koss advised that the Police Community Relations Advisory Board would like to meet every other month and asked for that to be placed on an upcoming agenda. It had been voted on by the committee as well.

In closing, she provided a shout out to Save-A-Lot on Dixon as they seem to be doing very well.

Councilmember Dyal pointed out that at the last meeting they spoke about an executive session and asked if a date had been scheduled. City Manager Whitten assured him they would work on scheduling the meeting.

Councilmember Dyal further advised that no one on the Districting Commission was from District 4. It was pointed out that Council's nominations did not have to be from their own district.

He hoped that staff and everyone had a great Thanksgiving.

Councilmember Goins spoke about an incident that happened last week, on November 26th. He shared information regarding the accident. He gave kudos to the officers on the scene, both police and fire. He specifically acknowledged Officer Collins, Officer Leitch, Sgt. Columbo, Sgt. Bradshaw, Cpl. Benitez, and a few others, including firefighters. He appreciates what they all do and would like some sort of recognition of Officers Leitch and Collins at the next meeting.

He stated that on Thanksgiving Day and along with Deputy Mayor Hearn helped serve food at the Sharing Center and it was a great event. They met and talked with a lot of different people.

He mentioned an issue this past week that Ms. Shaia reported regarding cars being towed from local businesses due to the race. It had been determined that the car was parked in front of the ATM at the bank. He felt more communication

would help between the City and businesses during events to avoid these situations.

Ms. Senger pointed out that the organizers of the race do a good job communicating which lots can or cannot be parked in, however Suntrust was not on the list as it now has a new name, but she ensured it would be included next year.

City Manager Whitten clarified that this was not a police department issue or order, but a miscommunication as Suntrust is under new management.

Councilman Goins advised that the City of Miami Gardens visited Cocoa two weeks ago and he spoke about the similarities between the two cities. It was nice to get ideas from each other.

On December 19th he would be doing a hot food distribution on Railroad Avenue in Cocoa. Last year they fed 200-300 people. If anyone would like to donate he can be reached at 321-474-4923. Hygiene products are also appreciated.

He announced that his grandmother fed 769 people in the City of Melbourne during Thanksgiving and she is 89. He appreciates her and all that she does for him and the community.

Lastly, he spoke about a home on Varr Avenue. The person living in the home does not respect Code Enforcement and is disrespecting the Virginia Park neighborhood. He listed the various items in his yard and asked what could be done as this issue is becoming overwhelming.

Attorney Garganese advised that there were various things that could be done, however, he would need to know more of a history and a status of code violations, etc. He would be happy to sit with the Code Manager and to find out more about the case.

Mayor Blake wished and hoped that all had a happy Thanksgiving. He had a great time at the food drive at Walmart and at the Fire Department for the turkey drive. He supports and endorses staff and thanked all staff for their service.

He mentioned that every Saturday he rides with the police department and supported and encouraged all others to do the same. The City is growing and it is

neat to see. He spoke of the groundbreaking tomorrow for Cirrus Apartments in District 3.

In closing, he reiterated his thanks and acknowledged Frank Sullivan and his family (Sullivan Victory Groves) as they were showcased in the Brevard Business News publication.

XI. Adjournment:

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to adjourn the Special meeting of November 30, 2021.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:39 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Resignation letter of K. Jackson submitted by Councilmember Koss

From: Lorraine Koss
To: Carie Shealy
Subject: email you requested for minutes
Date: Wednesday, December 29, 2021 10:08:05 AM

From: Kristina Jackson <drpepperfn23@gmail.com>
Sent: Thursday, June 3, 2021 11:09 PM
To: jlovittriggs@gmail.com; Lorraine Koss <lkoss@cocoafl.org>
Subject: SAB I'm resigning PLEASE read all of the following it's impt information for SAB, know you are wonderful people doing great things

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

I am resigning from the board. I had wanted to in the past but was encouraged by a few people I know to stay. I just can't anymore. I leave meetings frustrated and upset. There are so many issues. No agenda for a meeting, the staff doesn't know the Chair is missing the meeting, meetings going over by 30min to an hour. It is so chaotic. I also understand I can talk too much and appreciate being reminded about time restraints. What I don't like or understand is how I am the only one reminded about time restraints and told to stop talking when we could make a drinking game from the term community garden. That term came up probably 10 to 15 times at separate times throughout the meeting tonight without once having time restraints being mentioned and with a reminder that we've already heard about the community garden. Perhaps your husband can make an observation about this Lorraine since he watches the meetings. It's so frustrating and accomplishes nothing with how many times the community garden is mentioned over and over and over with absolutely nothing getting advanced. No signage, no hours, no decision if people own plots or share plots, no asking churches to participate. Those items were brought up in my first meeting in November, 7 months ago and nothing has been decided or done on any of the items. A worker is worried a SAB person could get him fired because of how horrible he was treated by her, but when mentioned the reply was, don't worry about it.

I have tried to do what I was tasked to do, but I was not given direction and ended up causing problems and that was something I never want to happen. If I did work on a task, it just got forgotten in the next meetings or I'm abruptly told don't worry about it or the person who assigned it to me doesn't remember and I end up looking like a fool.

I want things to improve, I talked with Linda Seals who offered a one hour clinic for us to improve the group. I'm in tears and so frustrated after meetings, except one where Marlene was in charge and we finished at 7:37 and it was orderly and sufficient and well run. I was so amazed and I told her so. However, we did introductions with each other at that meeting and we were told to do them again this meeting taking up time that we needed for other items. This is because there was no communication from the chair about what occurred at the last meeting such as talking about retention ponds and that I would find out information, which I did, but to no avail.

There are really awesome, great, informative people on the board now who can do wonderful things if they are allowed the opportunities. If community garden does not monopolize every single meeting like it has since I joined in November. If there is good communication, if what they do matters and is discussed at the next meeting and not just forgotten by the next meeting.
I really have the best wishes for the SAB and all it's work, but Please, Please consider watching this meeting from tonight and count how often community garden is discussed throughout the meeting, notice how only I was told to stop talking due to time restraints.

Please consider restructuring the meeting to hold presentations to 2 min or 3 min for EVERYONE and not allow 20 min of talk about the community garden and lack of water and everything else I and others have heard over and over. And then the subject is allowed to be brought up in other parts of the meeting that have nothing to do with the garden. I'm not saying a community garden is not important but please recognize the need to help this person be more organized to get things done for the sake of the community garden, so it can be a tangible product and not just an idea discussed over and over. Please recognize that one item is monopolizing over half the meetings. That one item causes everyone to have to stay 30min to an hour over due to it's monopolization.
I think the chaotic nature of the meetings and the community garden issues are possible reasons money was taken from SAB. It seems little gets done due to lack of communication and follow thru with ideas. My friend who knows Mayor Blake kept telling me to talk to him about the issues because he is really good at conducting meetings so I finally talked to him about my concerns earlier this year hoping he might be able to offer assistance or advice. He said the issues with SAB are well known in the Cocoa government, he has received complaints from others before me and other council members are aware of the issues. I've debated telling you this information but I just really want you to know how serious these problems are and how they affect more than just me at the meetings. There are concrete issues that need dealt with for SAB to move forward in Cocoa and someone should be telling you this so you have the opportunity to know the problems and try fixing them. I wish someone else would tell you this, but it doesn't seem fair to you Not to be told by somebody.
With truly best regards, you guys are awesome people doing awesome, generous, selfless things, there are just some technical issues that need worked on so that your awesomeness really SHINES.

Kristina Jackson

Legislation Details (With Text)

File #:	22-31	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/6/2022			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Performance by the Emma Jewel Step Team. (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	21-694	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/5/2022			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve a Five (5) Year Service Contract Agreement with Accruent LLC, Austin, TX, who is the Owner and Sole-Source Provider for the Computerized Maintenance Management Software (CMMS) the Dyal WTP uses to Track and Maintain its Preventative Maintenance Program; To Authorize the City Manager to Execute the Contract and Future Renewals, Purchase Orders, Change Orders and Amendments to the Contract; Pending Approval of FY23 through FY26 Budgets. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 15, 2021
Agenda Date: January 11, 2022
Prepared By: Sean B. McFarland, Water Plant Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Five (5) Year Service Contract Agreement with Accruent LLC, Austin, TX, who is the Owner and Sole-Source Provider for the Computerized Maintenance Management Software (CMMS) the Dyal WTP uses to Track and Maintain its Preventative Maintenance Program; To Authorize the City Manager to Execute the Contract and Future Renewals, Purchase Orders, Change Orders and Amendments to the Contract; Pending Approval of FY23 through FY26 Budgets

BACKGROUND:

The City of Cocoa owns and operates the Dyal Water Treatment Plant that is a sixty (60) million-gallon a day potable water treatment facility located in Christmas, Florida. The plant operates and maintains a large variety of electrical and mechanical equipment that must be tracked for operational and financial reasons.

In 2018 the City of Cocoa selected Maintenance Connection to provide the CMMS software the Dyal WTP uses to track the operational and financial implications at the plant with the assistance of Jacobs Engineering (previously CH2M Hill). The City initially entered into a one-year agreement with Maintenance Connection to use their software for the Dyal WTP CMMS tracking.

In 2018 Maintenance Connection was purchased by Accruent LLC. Considerable time and effort has

been made to set program parameters, program and enter data into the Accruent software. Due to the complexity of configuring the CMMS software, it is not feasible to change software programs every year. It is in the best interests of the City to enter into a five (5) year term contract with Accruent to ensure continuity of the Accruent program to achieve the efficiency and effectiveness that the CMMS software provides.

Staff recommends approving a five (5) year contract with Accruent LLC in the amount of $66,496.61. The City of Cocoa will be billed yearly for the software services. The amounts listed below under the Budgetary Impact will be included in each of the FY23 through FY26 adopted budget to be approved by City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested FY2022	$12,277.08
Amount Requested FY2023	$12,768.16
Amount Requested FY2024	$13,278.89
Amount Requested FY2025	$13,810.04
Amount Requested FY2026	$14,362.44
Account Number	421-4020-536.56-15
Account Name	IT-Related Operating Exp.
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On February 2017 a thorough analysis was conducted to determine the best CMMS system to be used at the Dyal WTP under CH2M Hill (Jacobs) Task Order 2017-82.

On March 13, 2018, City Council approved the final selection and implementation of Maintenance Connection (now known as Accruent) through Jacobs Task Order 2018-90.

On November 11, 2020, an Exemption to Competitive Purchase was previously approved for a Standardization Purchase of Accruent Software maintenance service for one-year in the amount of $11,804.88.

RECOMMENDED MOTION:

To Approve a Five (5) Year Service Contract Agreement with Accruent LLC, Austin, TX, who is the

Owner and Sole-Source Provider for the Computerized Maintenance Management Software (CMMS) the Dyal WTP uses to Track and Maintain its Preventative Maintenance Program; To Authorize the City Manager to Execute the Contract and Future Renewals, Purchase Orders, Change Orders and Amendments to the Contract; Pending Approval of FY23 through FY26 Budgets.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10388722&GUID=C00DD19C-A8E3-4F10-B2D5-6F4F1064289A* is a secure document that has been embedded in this document. Double click the pushpin to view.



11500 Alterra Pkwy
Suite 110
Austin, TX 78758

Tel: (512) 861-0726
Web: www.accruent.com

Client Information

Client Name:	City of Cocoa - Dyal Water Treatment Plant	**Client Contact Name:**	Chris Collier
Bill To:	Accounts Payable 65 Stone Street Cocoa, FL 32922 USA	**Client Contact Email:**	ccollier@cocoafl.org
Ship To:	Accounts Payable Dyal Water Treatment Plant, 28400 FL-520 Christmas, FL 32709 USA	**Client Contact Phone:**	(321) 433-8825
Billing Email:	accountspayable@cocoafl.org		

Quote Information

Quote #:	Q-225157-1	**Quote Expiration:**	10/31/2021
Start Date:	10/1/2021	**End Date:**	9/30/2026
Invoice Frequency:	Annual		

SaaS Information and Fees

Product Subscription Fees	Quantity/Metric	Year 1 Invoice Period Beginning [10-1-2021]	Year 2 Invoice Period Beginning [10-1-2022]	Year 3 Invoice Period Beginning [10-1-2023]	Year 4 Invoice Period Beginning [10-1-2024]	Year 5 Invoice Period Beginning [10-1-2025]	Total Fees Initial Term
MC Professional Cloud Concurrent User Subscription	4 Concurrent License(s)	5,828.04	6,061.16	6,303.61	6,555.75	6,817.98	USD 31,566.54
MC Express Cloud Concurrent User Subscription	5 Concurrent License(s)	3,978.00	4,137.12	4,302.60	4,474.71	4,653.70	USD 21,546.13
MC Additional Document Storage Cloud Subscription	1 Subscription(s)	1,235.52	1,284.94	1,336.34	1,389.79	1,445.38	USD 6,691.97
MC Express Cloud Concurrent User Subscription	10 Concurrent License(s)	1,235.52	1,284.94	1,336.34	1,389.79	1,445.38	USD 6,691.97
Total Committed Fees		**USD 12,277.08**	**USD 12,768.16**	**USD 13,278.89**	**USD 13,810.04**	**USD 14,362.44**	**USD 66,496.61**

Additional Terms

1 Accruent shall grant a license to access the SaaS Services for the non-cancelable period listed above ("Committed SaaS Term"). The maximum annual increase to fees during the Committed SaaS Term shall not exceed 4.00 percent. Thereafter, the SaaS Services shall automatically renew at the then current fees.

2 All fees shall be due and payable within thirty (30) days of the date of Accruent's invoice. All fees listed exclude any applicable taxes.

3 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Renewal Order Operations by the Quote Expiration date listed above.

4 Use of the SaaS Service and this Order Document are subject to the terms and conditions of Agreement dated 6/26/2020, between City of Cocoa - Dyal Water Treatment Plant and Accruent, LLC.

5 Please note that your Support Terms and Conditions are changing to match Accruent Standard Support Services. These Terms and Conditions can be found on the Accruent website using the URL provided below. These Terms and Conditions supersede those outlined in your current agreement.
https://www.accruent.com/services-support/customer-support

6 Overages - Any overages over the committed metric amount will be invoiced 30% over the average metric price of the current year's fees. Overages, if any, will be assessed and invoiced quarterly. Not charging for overages is not a waiver of those overages, Accruent retains the right to retroactively true-up metric counts. Overages will continue to be invoiced until such time the committed metric amount is changed to reflect overages.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: City of Cocoa - Dyal Water Treatment Plant	**Accruent, LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Effective Date:**
PO Required? Yes [ ] No [ ] **If Yes, PO must be provided.**	
Tax exempt? Yes [ ] No [ ] **If Yes, Tax Exemption Certificate must be provided.**	

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
MASTER AGREEMENT FOR ACCRUENT LICENSES
TO ACCESS SAAS AND PROFESSIONAL SERVICES

This FIRST Amendment is made by the City of Cocoa ("City") and Accruent, 11500 Alterra Pkwy, Suite 110, Austin, TX 78758 ("Accruent" or "Contractor") to the Agreement to purchase MC Professional and MC Express Cloud Concurrent User Subscriptions entered into as of June 26, 2020 ("Master Agreement" or "Agreement").

1. This amendment is to extend services under the Master Agreement for an additional term of five (5) years expiring on **September 30, 2026.** Thereafter, the Master Agreement will only automatically extend by mutually agreed and fully executed Renewal Order Document.
2. Pricing for the renewal term has been negotiated and will adjust annually on the first day of October of each year in accordance with the fee schedule below:

SaaS Information and Fees

Product Subscription Fees	Quantity/Metric	Year 1 Invoice Period Beginning [10-1-2021]	Year 2 Invoice Period Beginning [10-1-2022]	Year 3 Invoice Period Beginning [10-1-2023]	Year 4 Invoice Period Beginning [10-1-2024]	Year 5 Invoice Period Beginning [10-1-2025]	Total Fees Initial Term
MC Professional Cloud Concurrent User Subscription	4 Concurrent License(s)	5,828.04	6,061.16	6,303.61	6,555.75	6,817.98	USD 31,566.54
MC Express Cloud Concurrent User Subscription	5 Concurrent License(s)	3,978.00	4,137.12	4,302.60	4,474.71	4,653.70	USD 21,546.13
MC Additional Document Storage Cloud Subscription	1 Subscription(s)	1,235.52	1,284.94	1,336.34	1,389.79	1,445.38	USD 6,691.97
MC Express Cloud Concurrent User Subscription	10 Concurrent License(s)	1,235.52	1,284.94	1,336.34	1,389.79	1,445.38	USD 6,691.97
Total Committed Fees		**USD 12,277.08**	**USD 12,768.16**	**USD 13,278.89**	**USD 13,810.04**	**USD 14,362.44**	**USD 66,496.61**

3. The following Terms and Conditions will be added to or will update the previously agreed upon contract language in the Master Agreement:

3.1. **Limitation of Liability.** Notwithstanding anything in Section 10.1 of the Agreement to the contrary, the LIMITATIONS contained in Section 10.1 SHALL NOT APPLY TO

CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY UNDER SECTION 8.1 of the AGREEMENT.

3.2. **Waiver of Immunity under Worker's Compensation.** CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes or CONTRACTOR's applicable state law equivalent. This waiver has been specifically and mutually negotiated by the parties.

3.3. **Payment.** Notwithstanding anything in Section 4 of the Agreement to the contrary, Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.4. Public Records. To the extent that Contractor is subject to Section 119.0701 of the Florida Statutes, Contractor will comply with Sections 3.4.1 through 3.4.3 of this Amendment. If Contractor is not subjection to Section 119.0701 of the Florida Statues, then Sections 3.4.1 through 3.4.3 of this Amendment will be void.

3.4.1. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission ("public records"), of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said public records of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

3.4.2. 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 (321-433-8484; cshealy@cocoafl.org; 65 Stone Street, Cocoa, Florida 32922) .

3.4.3. Contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service as agreed to herein.
2. Upon request from the City Clerk, provide the City 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, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. A request to inspect or copy public records relating to this contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the contractor does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with this contract, and the City may immediately terminate the contract. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties as provided in Chapter 119, Florida Statutes.

3.4.4. 6. Notwithstanding anything contained in Section 5 of the Agreement to the contrary, "Confidential Information" may only be construed as trade secret information as defined by Florida Law. The CONTRACTOR shall be obligated to clearly label or stamp any trade secret information provided to the City as confidential as required by Florida Law. The Agreement and this Amendment shall not be considered trade secret information. The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

3.5. VENUE

3.5.1. MEDIATION/VENUE - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

3.5.2. GOVERNING LAW & VENUE **-** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

3.6. INSURANCE REQUIREMENTS (REQUIRED ONLY IF CONTRACTOR MUST APPEAR PHYSICALLY ON OWNER PROPERTY)

3.6.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

3.6.1.1. It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum of $300,000 per occurrence, and property damage insurance of at least $200,000 per occurrence It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

3.6.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

3.6.2.1. It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

3.6.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

3.6.3.1. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor.

3.6.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

3.6.4.1. Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

3.6.5. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

3.6.5.1. It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

3.7. E-Verify. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021, and shall abide by all applicable requirements contained within section 448.095, Florida Statutes.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ACCRUENT	**CITY OF COCOA**
By: _____	**By:** Stockton Whitten
(Print Name)	(Print Name)
_____	City Manager
(Title)	(Title)
_____	_____
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
John Walsh, Director – Public Works

DocuSign Envelope ID: C3DF3D8D-27F4-459D-B451-64059A3CC116

11500 Alterra Parkway #110, Austin, TX, 78758
512.813.6163 | www. accruent.com

June 23, 2021

Dear Client:

This letter serves as notification that Maintenance Connection (a wholly owned subsidiary of Accruent, LLC) ("Maintenance Connection") is the sole manufacturer, supplier, distributor, and service provider for the Maintenance Connection scheduling solutions. Any purchase of Maintenance Connection products from sources other than Maintenance Connection or Accruent is unauthorized and is in direct conflict with our company policies and procedures.

Should you have any questions, please contact your renewal sales representative at renewal@accruent.com.

Best,

DocuSigned by:
Kate Morgan
1F2515AFD7A24AE...

Kate Morgan, CFO
Maintenance Connection, an Accruent company

Legislation Details (With Text)

File #:	21-813	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/14/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	

Title: Authorize the City Manager to utilize the State of Florida Department of Management Services, Contracts for Mobile Communication Services DMS-19/20-006A, DMS-19/20-006B, and DMS-19/20-006C with AT&T Corp. (AT&T), T-Mobile USA, Inc. (T-Mobile), and Cellco Partnership D/B/A Verizon Wireless (Verizon) for cellular phone hardware and services up to the amount of $200,000 annually and authorize the City Manager to utilize all future extensions of the Contracts for Mobile Communication Services between the State of Florida Department of Management Services and AT&T, T-Mobile, and Verizon. (Chief Technology Officer)

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2021
Agenda Date: January 11, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Authorize the City Manager to utilize the State of Florida Department of Management Services, Contracts for Mobile Communication Services DMS-19/20-006A, DMS-19/20-006B, and DMS-19/20-006C with AT&T Corp. (AT&T), T-Mobile USA, Inc. (T-Mobile), and Cellco Partnership D/B/A Verizon Wireless (Verizon) for cellular phone hardware and services up to the amount of $200,000 annually and authorize the City Manager to utilize all future extensions of the Contracts for Mobile Communication Services between the State of Florida Department of Management Services and AT&T, T-Mobile, and Verizon.

BACKGROUND:

The City of Cocoa maintains and operates a large enterprise wireless infrastructure consisting of cellular phones, aircards, and hotspots, that rely on the high-quality wireless cellular network providers. To minimize cost, the City has previously leveraged the State of State of Florida Department of Management Services Mobile Communication Services contracts to acquire cellular hardware and services at deeply discounted levels from AT&T, T-Mobile, and Verizon.

It is estimated that the City will spend up to $200,000 per year on cellular hardware and services with these providers. Approval of this agreement and future extensions of the existing contracts will provide an efficient and cost-effective mechanism for the City to procure necessary cellular hardware

and services offered by these providers.

STRATEGIC PLAN CONNECTION:

By maintaining a comprehensive computing infrastructure, employees can more effectively deliver City services, provide more accurate information, more efficiently perform critical tasks.

BUDGETARY IMPACT:

It is estimated that the City will spend up to $200,000 per year through these piggyback agreements. Each department budgets individually for the estimated annual cost of phone services and equipment replacement. These estimates are included in the annual Adopted Budget.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to utilize the State of Florida Department of Management Services, Contracts for Mobile Communication Services DMS-19/20-006A, DMS-19/20-006B, and DMS-19/20-006C with AT&T Corp. (AT&T), T-Mobile USA, Inc. (T-Mobile), and Cellco Partnership D/B/A Verizon Wireless (Verizon) for cellular phone hardware and services up to the amount of $200,000 annually and authorize the City Manager to utilize all future extensions of the Contracts for Mobile Communication Services between the State of Florida Department of Management Services and AT&T, T-Mobile, and Verizon.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

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

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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 91st 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

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

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

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

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

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 (EUPLs) 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.

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.

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 (11th 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 (11th 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 contractfor 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 Cottngham

Print Name and Title

Sr. Contract Manager

Date

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor

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. https://portal.suncom.myflorida.com/start/#/login
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.

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

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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

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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

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 Device List

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 thefollowing:
   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 thefollowing:
    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
Business Mobility Solutions Center (BMC) - AOP/End User Main:800-331-0500 AOP Enterprise: 800-999-5445 AOP Small Biz: 866-288-7629 Mon-Fri 8 am – 10 pm (ET) Sat/Sun 9am - 9pm (ET)	BMC supports Authorized Order Placers (AOPs) and end users for small businesses, medium to large corporations, and government customers. Representatives provide customized account support through: • Managing account and service level changes • Responding to billing inquiries • Processing equipment, accessory, and service orders • Answering questions related to roaming, system, equipment, and contracts • Handling user services such as rate plans and features • Providing technical troubleshooting • Providing overall wireless information

Business Mobility Enablement (BME)
888-444-4410
Hours of Operation
Mon-Fri 8 AM – 8 PM ET
Sat/Sun 10:00 AM - 7:00 PM ET
	Representatives
	• Handle ordering, provisioning and fulfillment
	• Receive training in all necessary business systems and have specialized business tools to process bulk orders / migrations
	• Assist business key contacts, authorized end users and the Sales channels that support these accounts with:
	  • New orders
	  • Migrations and upgrades-- offline (e.g., Customer Direct Ordering, Internal Web Ordering Form)
	  • Accessory orders
	• Assist Individual Responsibility Users (IRUs), Corporate Responsibility Users (CRUs), Small Business Personal Liability

Division	Description
	(SBPL) users, and Sole Proprietary customers with Transfer of Billing Responsibility • Assist IRUs, CRUs, SBPL and Sole Proprietary with add-a-line, Local Number Portability (LNP) ports and activations. • Assist CRUs with new service, LNP ports, and activations • Assist Consumer, IRUs, CRUs, SBPL, and Sole Proprietary with CRU Enrollments In addition, select representatives • Provide specialized business care for Telecom Managers and key contacts • Support data help desk and international calling/roaming issues • Receive training in all necessary business systems and have specialized business tools to process bulk changes, etc. • Assist key contacts with overall wireless program management, including: • Billing/reporting product support • Billing inquiries/issues and payment processing • Account and service level changes, such as rate plans, features, etc. (single transactions & bulk changes) • Equipment troubleshooting and upgrades • Network troubleshooting • General service information and migrations
International User Support +1.314.925.6925 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 (M-COE) https://ebiznet.att.com/engage/mobile/, and select *Mobile Engagement*.	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 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, 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.

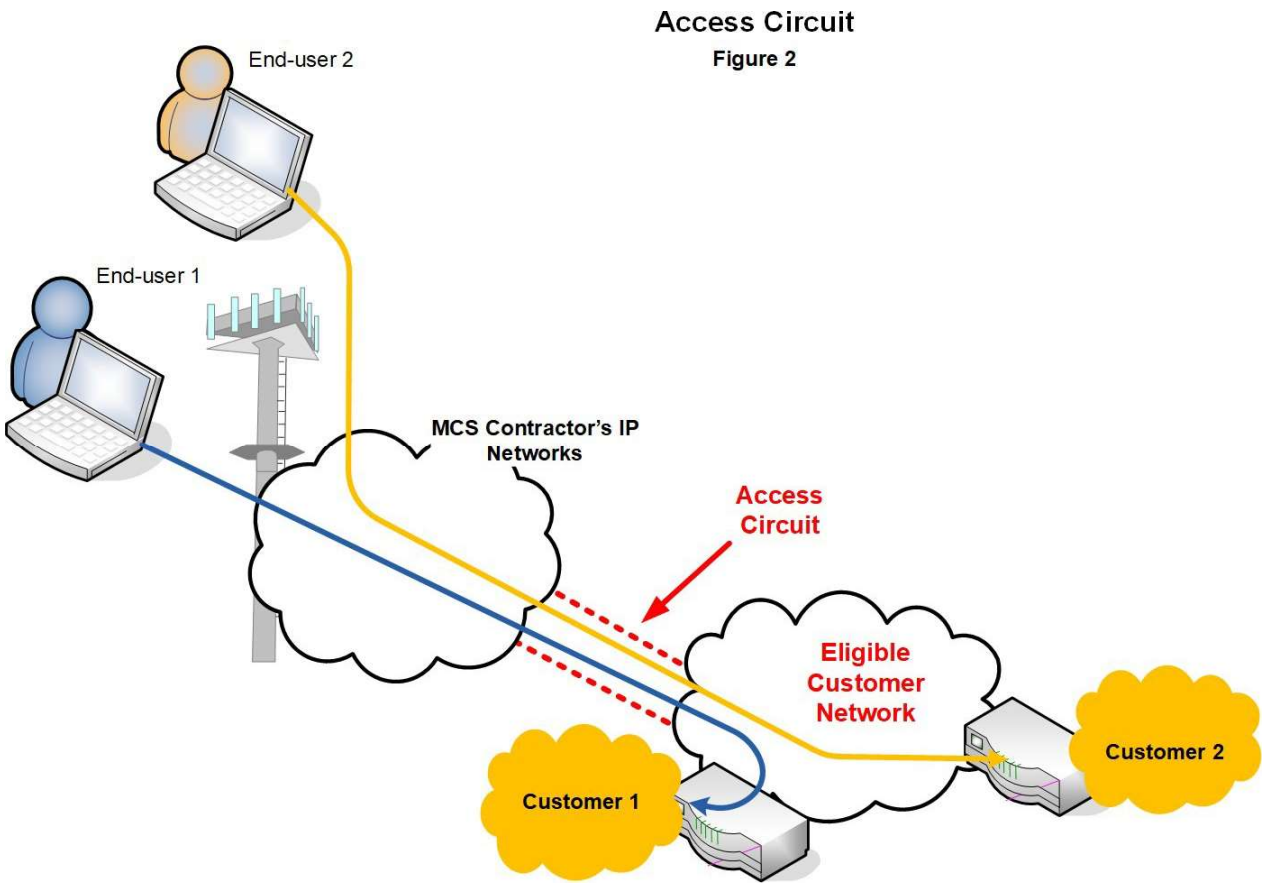
3.4 Wireless Data Service – Access Circuit

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.

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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

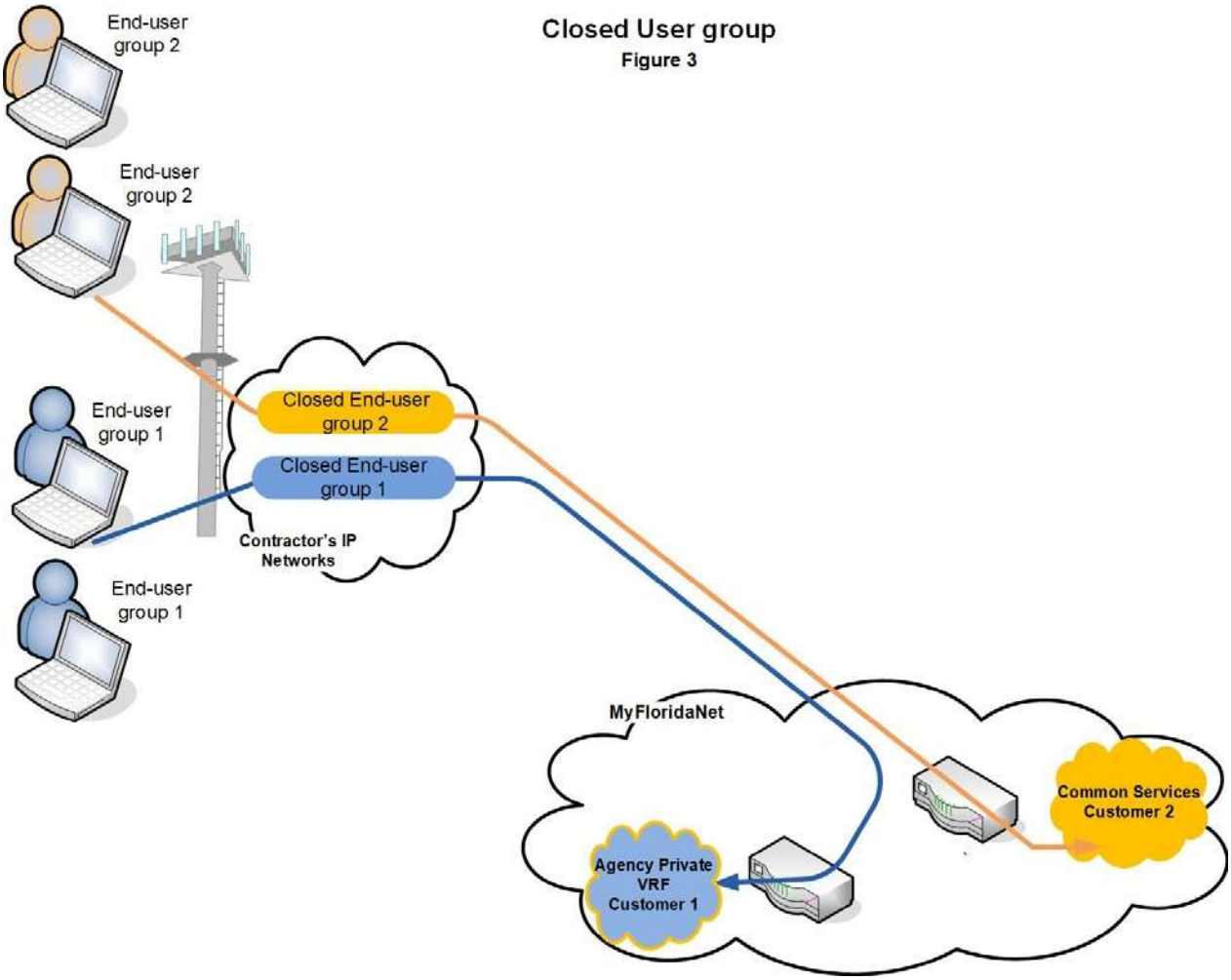
This subsection is applicable to only Wireless Data Services.

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.



Closed User group
Figure 3

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

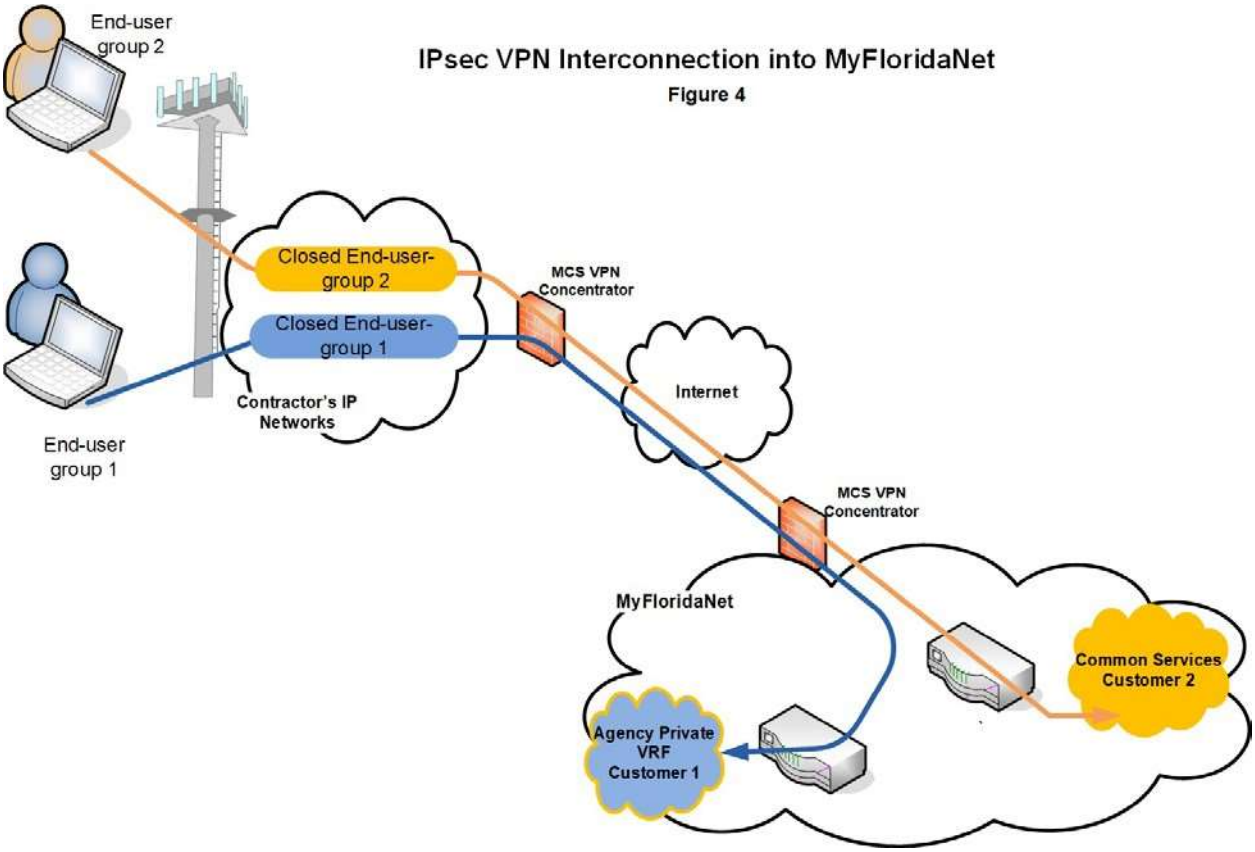
This subsection is applicable only to Wireless Data Services.

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.

IPsec VPN Interconnection into MyFloridaNet

Figure 4



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

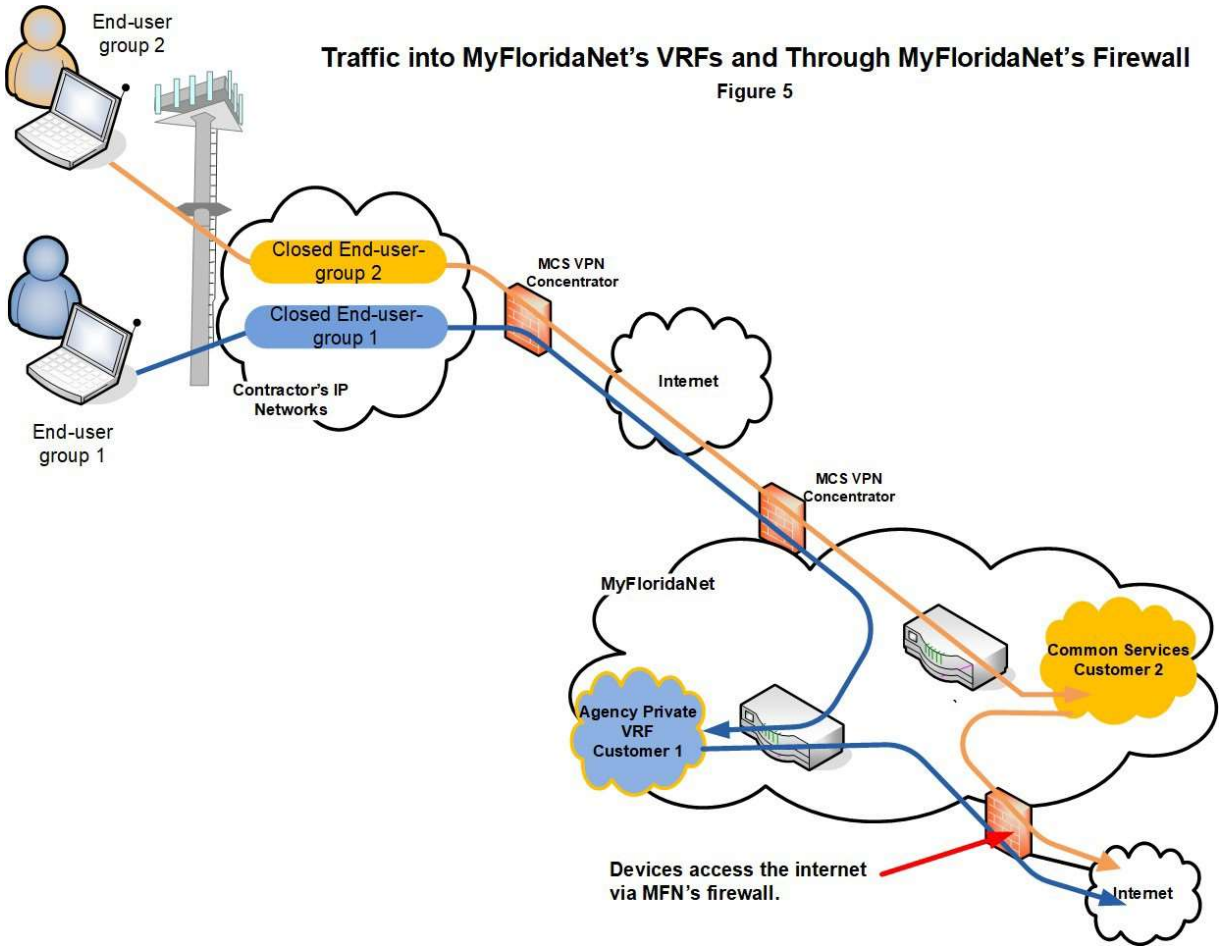
This subsection is applicable to only Wireless Data Services.

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.

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

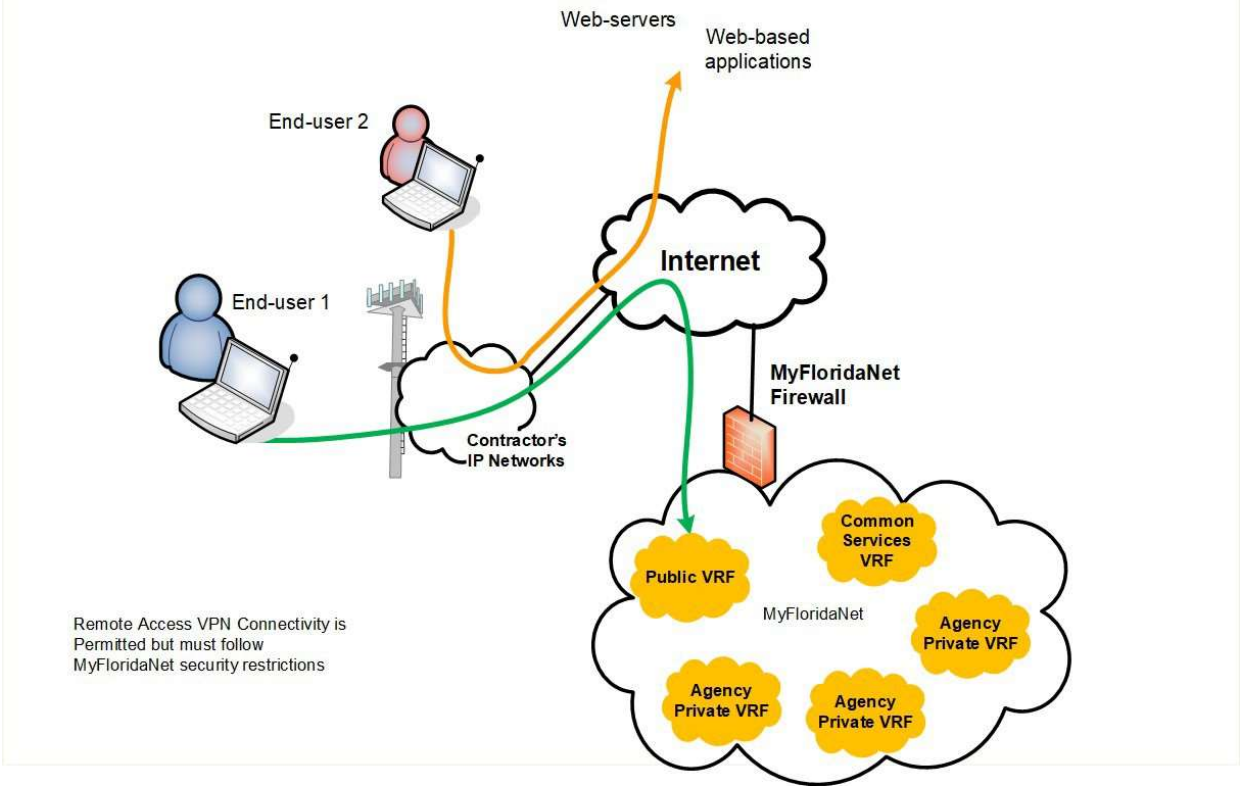
3.8 Wireless Data Service – Traffic Directly to the Internet

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 much4G/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 network5 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.6 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

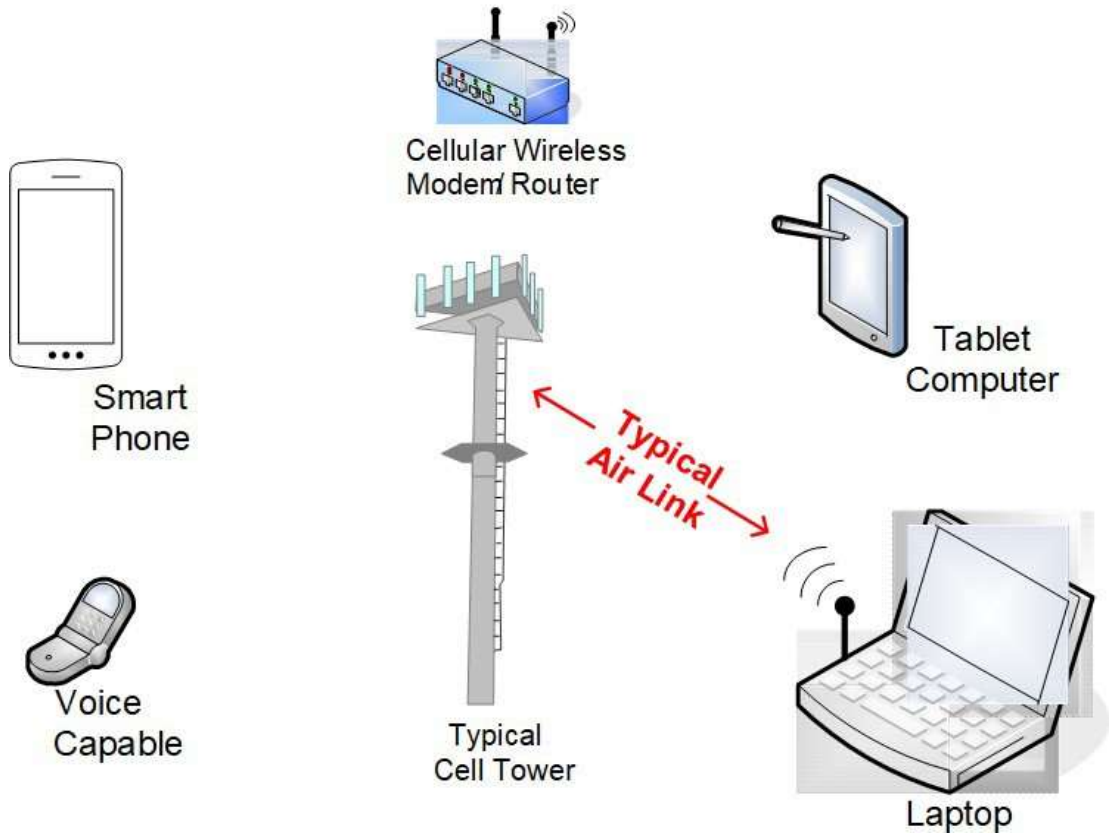
This subsection is applicable to both WVS and WDS.

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.

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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. Alltest 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 ofthe 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, andready-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 toapprove 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'sreturn.
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 replacementcontract.

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 forservices.
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 thetransition.
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 projectactivities.
   d. An explanation ofany 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**
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

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

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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

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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-switchednetworks.

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.

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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)

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- 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.

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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

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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

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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.

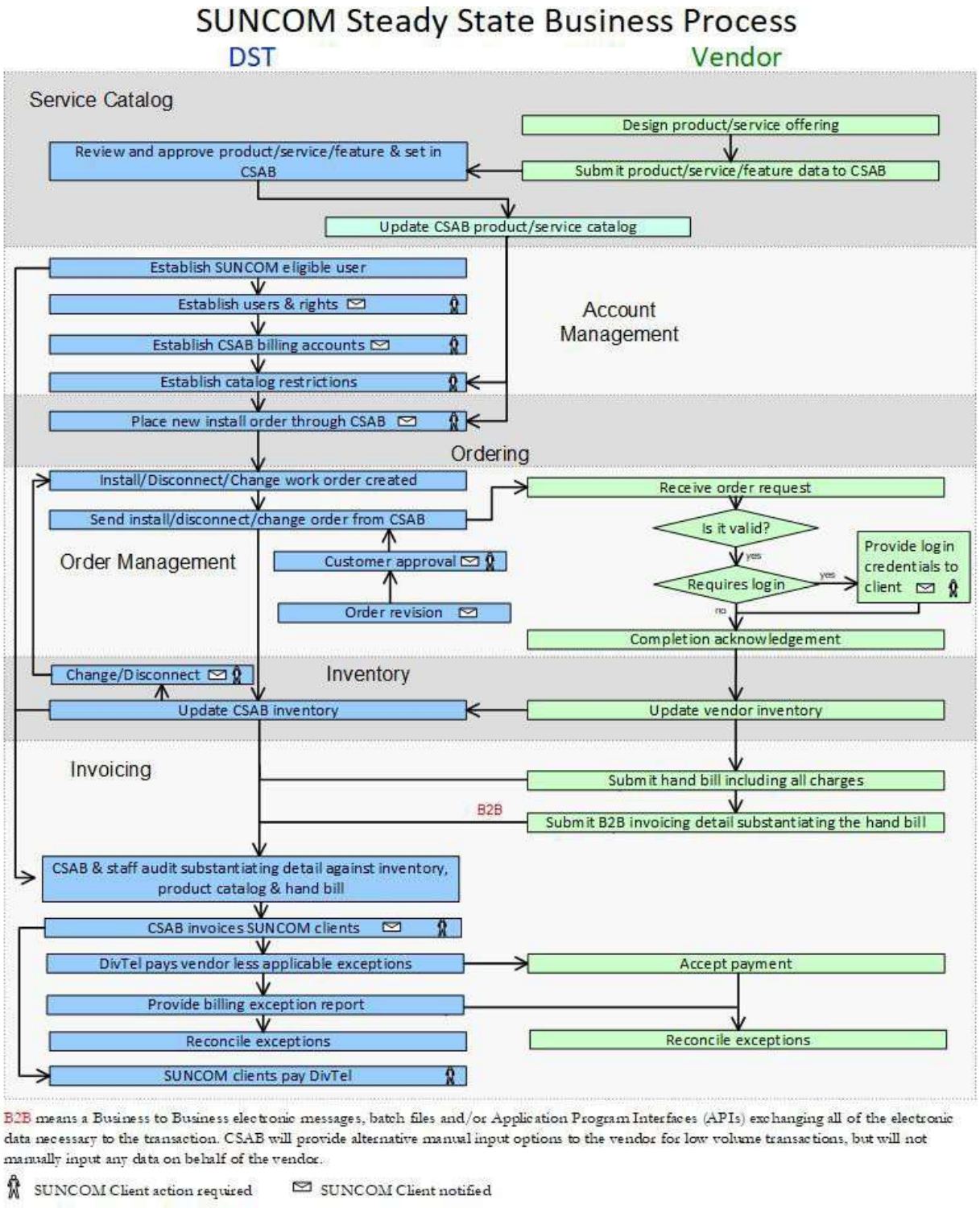
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction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

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AT&T Confidential: The information contained herein is for use by authorized persons only and is not for general distribution.


SUNCOM Steady State Business Process
DST
Vendor
Service Catalog
Design product/service offering
Review and approve product/service/feature & set in CSAB
Submit product/service/feature data to CSAB
Update CSAB product/service catalog
Establish SUNCOM eligible user
Establish users & rights
Establish CSAB billing accounts
Establish catalog restrictions
Account Management
Place new install order through CSAB
Ordering
Install/Disconnect/Change work order created
Receive order request
Send install/disconnect/change order from CSAB
Is it valid?
Order Management
Customer approval
Requires login
Provide login credentials to client
Order revision
Completion acknowledgement
Change/Disconnect
Inventory
Update CSAB inventory
Update vendor inventory
Invoicing
Submit hand bill including all charges
B2B
Submit B2B invoicing detail substantiating the hand bill
CSAB & staff audit substantiating detail against inventory, product catalog & hand bill
CSAB invoices SUNCOM clients
DivTel pays vendor less applicable exceptions
Accept payment
Provide billing exception report
Reconcile exceptions
Reconcile exceptions
SUNCOM clients pay DivTel
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 10th 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 1st 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

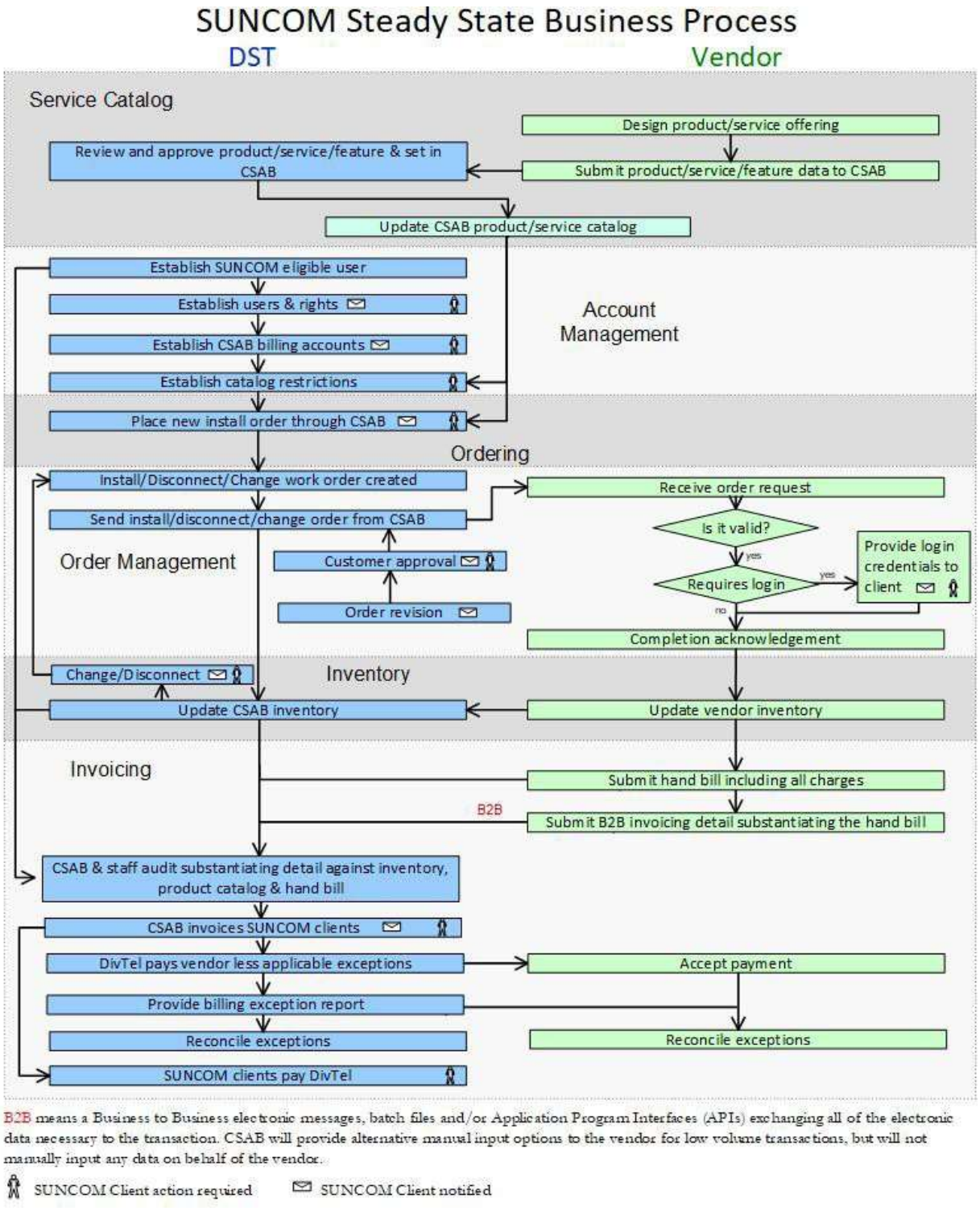
On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

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.


SUNCOM Steady State Business Process
DST
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Design product/service offering
Review and approve product/service/feature & set in CSAB
Submit product/service/feature data to CSAB
Update CSAB product/service catalog
Establish SUNCOM eligible user
Establish users & rights
Establish CSAB billing accounts
Establish catalog restrictions
Account Management
Place new install order through CSAB
Ordering
Install/Disconnect/Change work order created
Receive order request
Send install/disconnect/change order from CSAB
Is it valid?
Order Management
Customer approval
Requires login
Provide login credentials to client
Order revision
Completion acknowledgement
Change/Disconnect
Inventory
Update CSAB inventory
Update vendor inventory
Invoicing
Submit hand bill including all charges
B2B
Submit B2B invoicing detail substantiating the hand bill
CSAB & staff audit substantiating detail against inventory, product catalog & hand bill
CSAB invoices SUNCOM clients
DivTel pays vendor less applicable exceptions
Accept payment
Provide billing exception report
Reconcile exceptions
Reconcile exceptions
SUNCOM clients pay DivTel
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.
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SUNCOM Client notified

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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.

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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.
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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 1st 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.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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AT&T Business

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.
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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
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$15.99 MSC*	$24.50 MSC	$36.00 MSC	$205.00 MSC	$373.00 MSC	$1,745.00 MSC	$3,350.00 MSC
For use with a subsidized device	$35.99 MSC	$44.50 MSC	$56.00 MSC	$225.00 MSC	$393.00 MSC	$1,765.00 MSC	$3,370.00 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*

Add-a-Line for use with an unsubsidized device	$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	$22.99 Monthly Service Charge

*Plans outlined above include Unlimited Voice and Text

TABLE 1.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$10.00 MSC	$16.00 MSC	$23.00 MSC	$200.00 MSC	$368.00 MSC	$1,740.00 MSC	$3,343.00 MSC
For use with a subsidized device	$20.00 MSC	$26.00 MSC	$33.00 MSC	$210.00 MSC	$378.00 MSC	$1,750.00 MSC	$3,353.00 MSC

TABLE 1.1.4 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 ** Standard Smartphone includes Unlimited, Voice, Text, and Data only			

TABLE 1.1.5 CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS	
Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	$17.99 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/ MODEL	PRODUCT SKU	RETAIL PRICE	PROMOTIONAL 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/ 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	6420B	$249.99	$0.99
Unite Express 2	6778B	$144.99	$0.99
Nighthawk 5G Mobile Hotspot 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 critcal 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.

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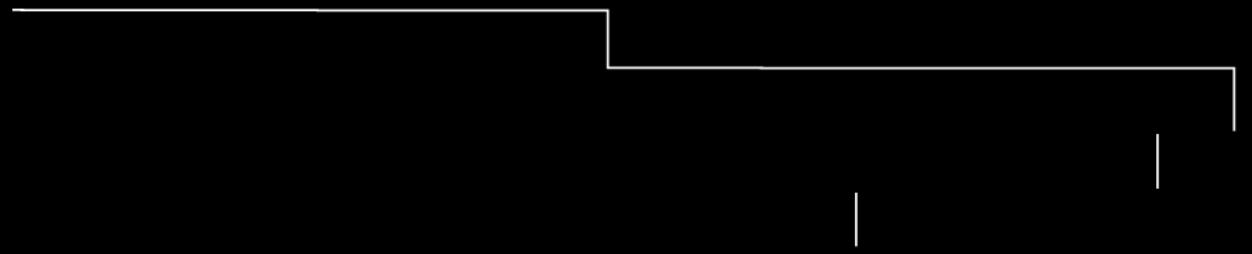
AT&T & FirstNet

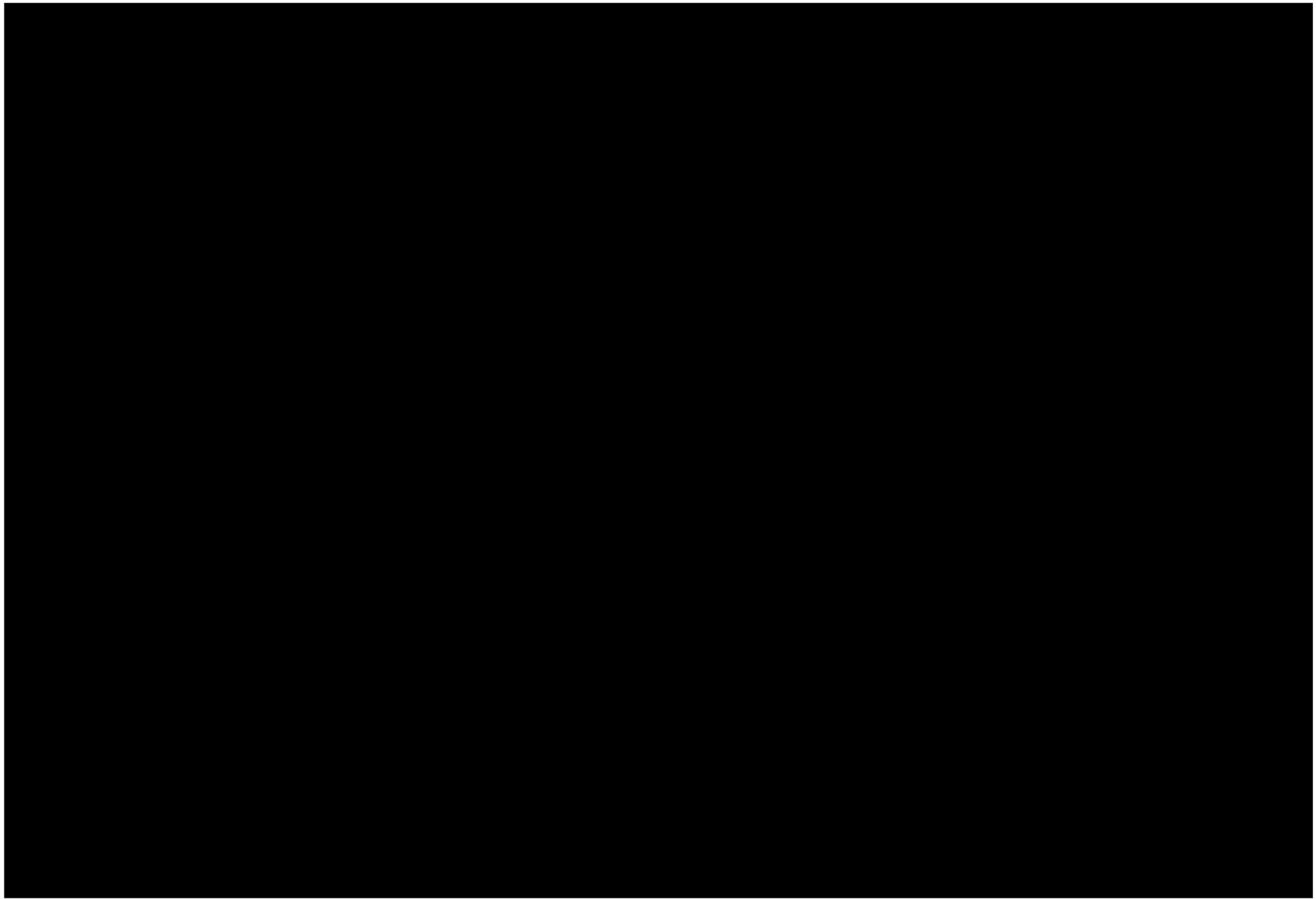
State of FL

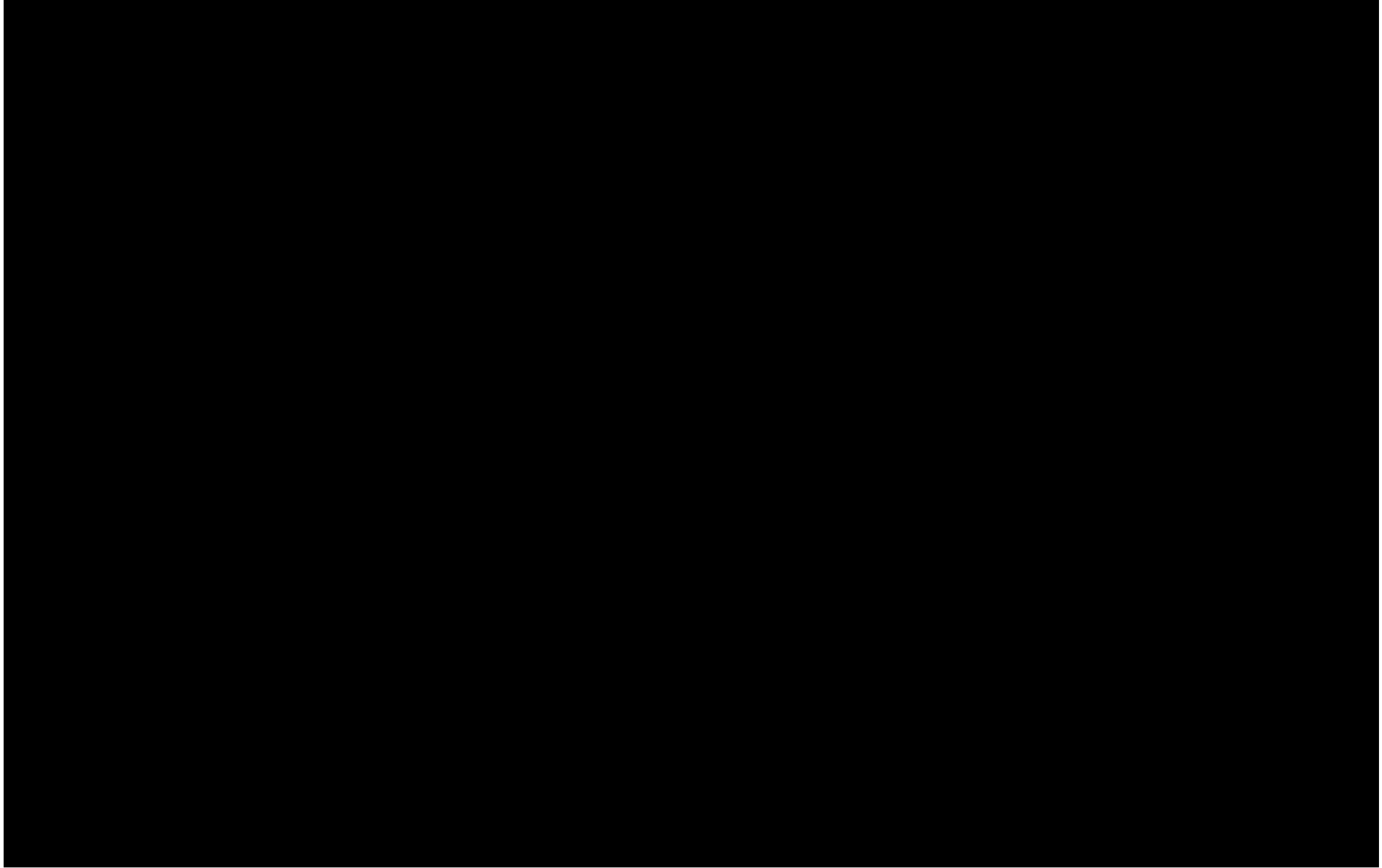
LTE Coverage

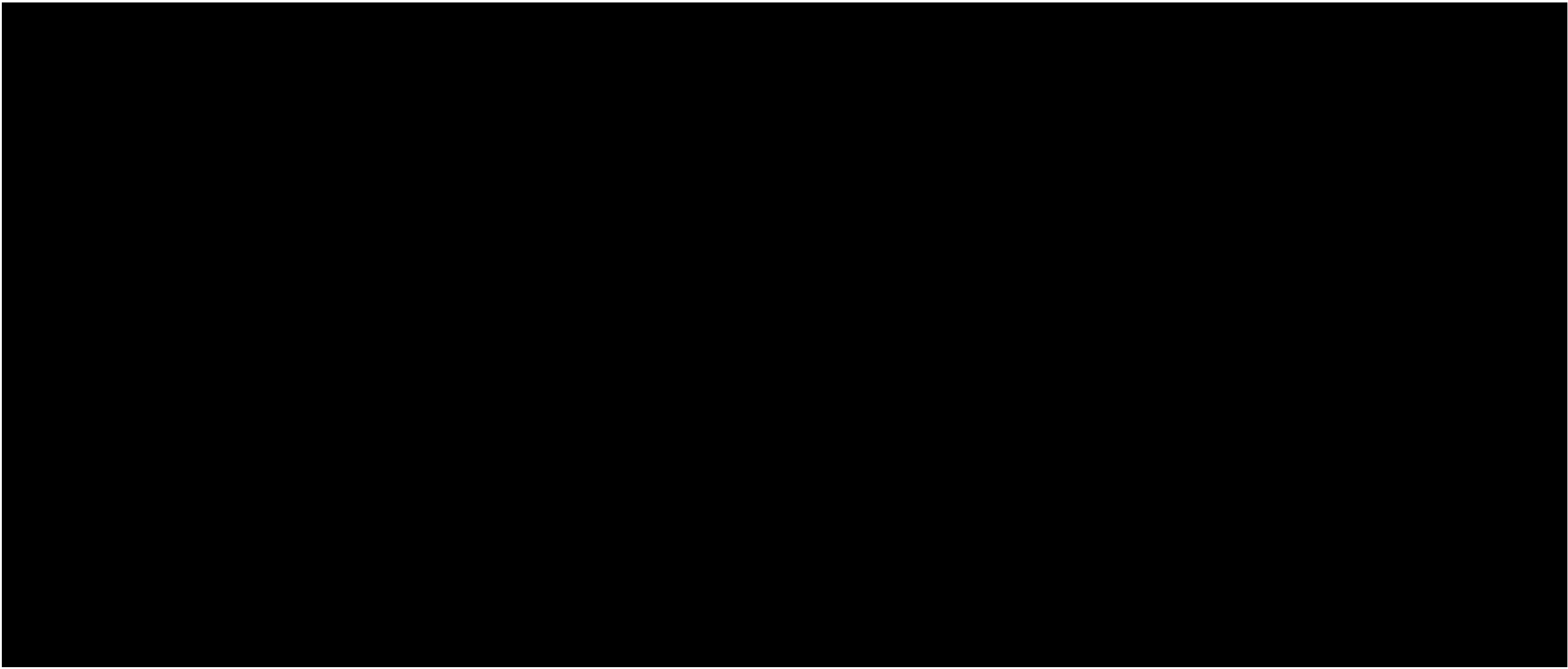
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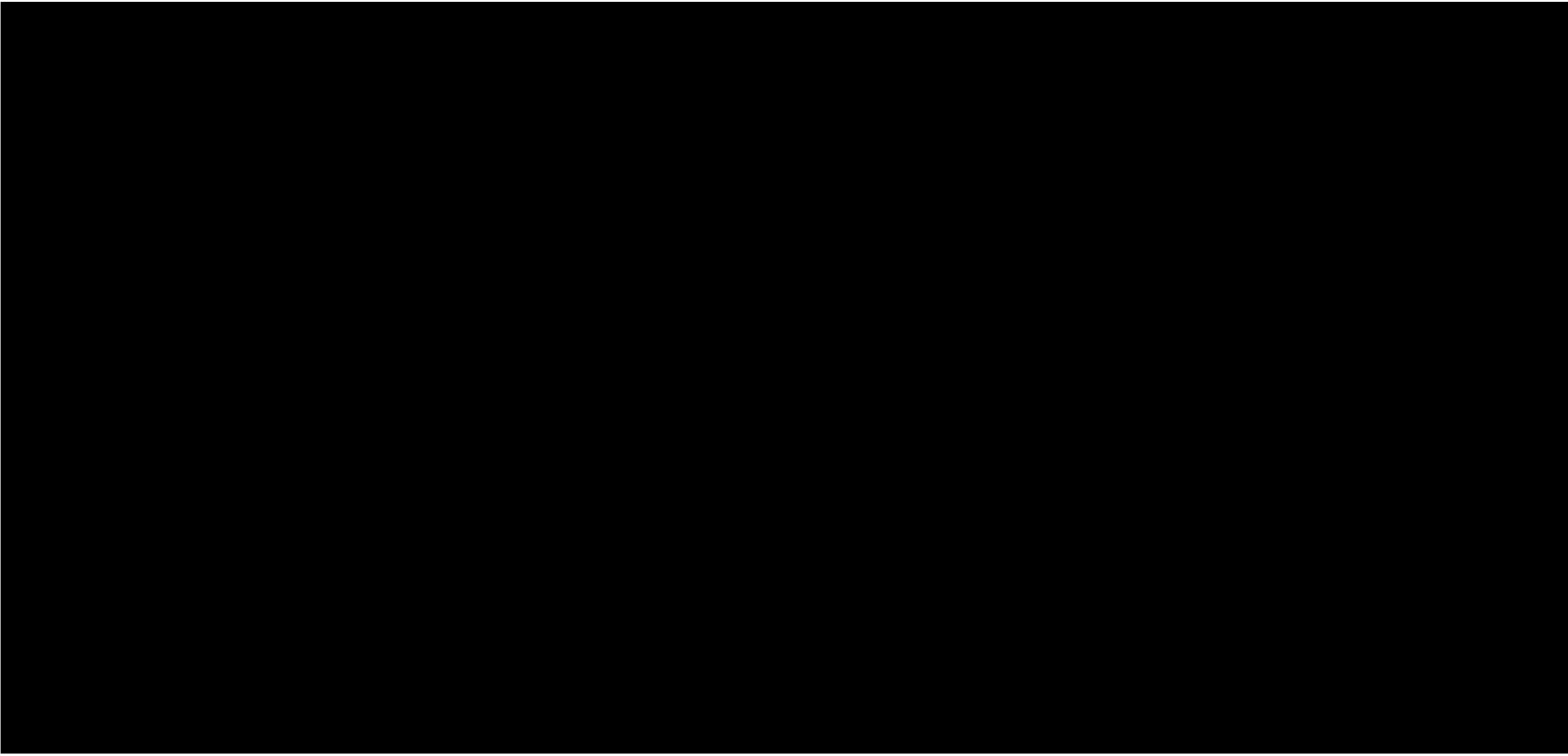








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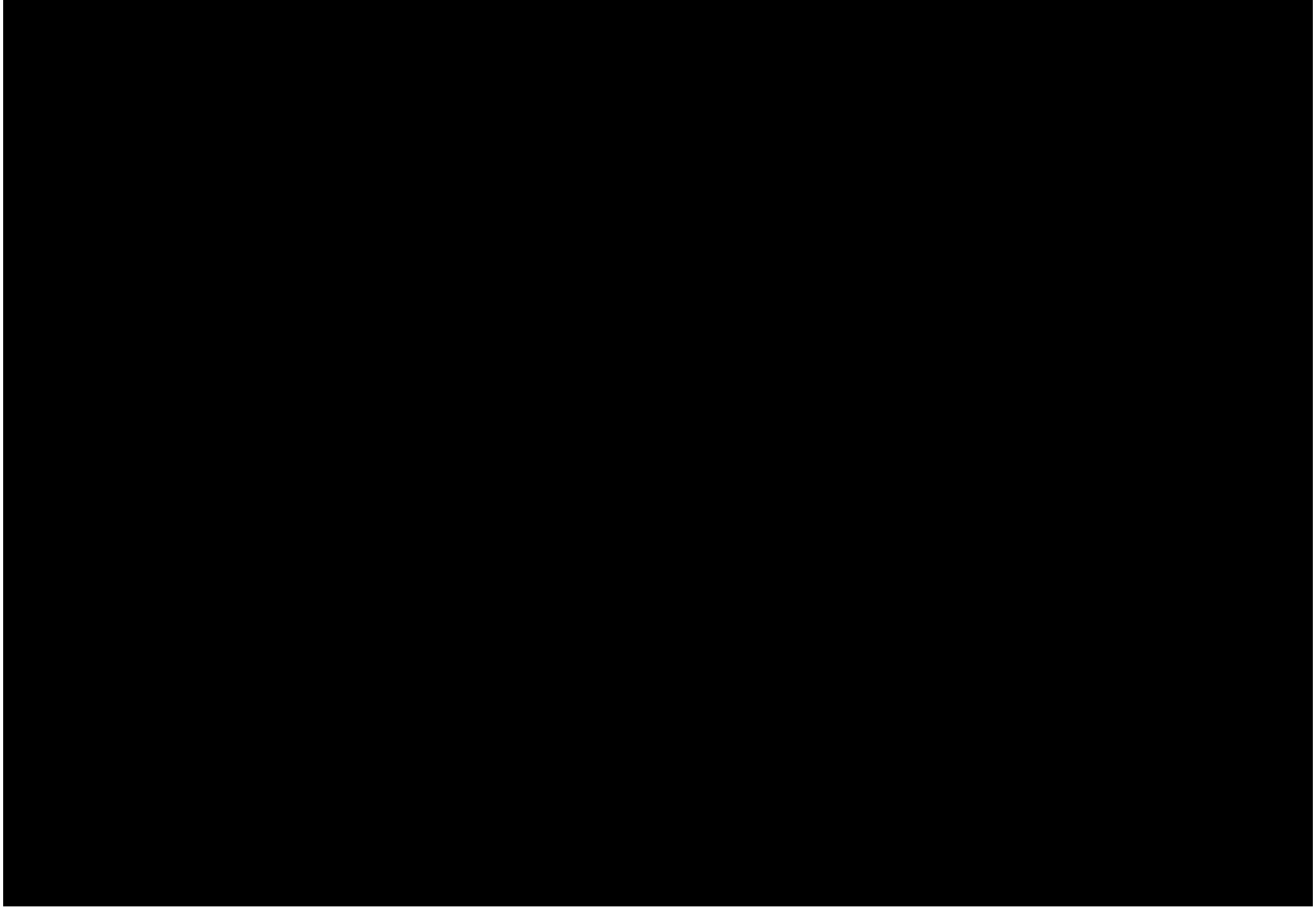


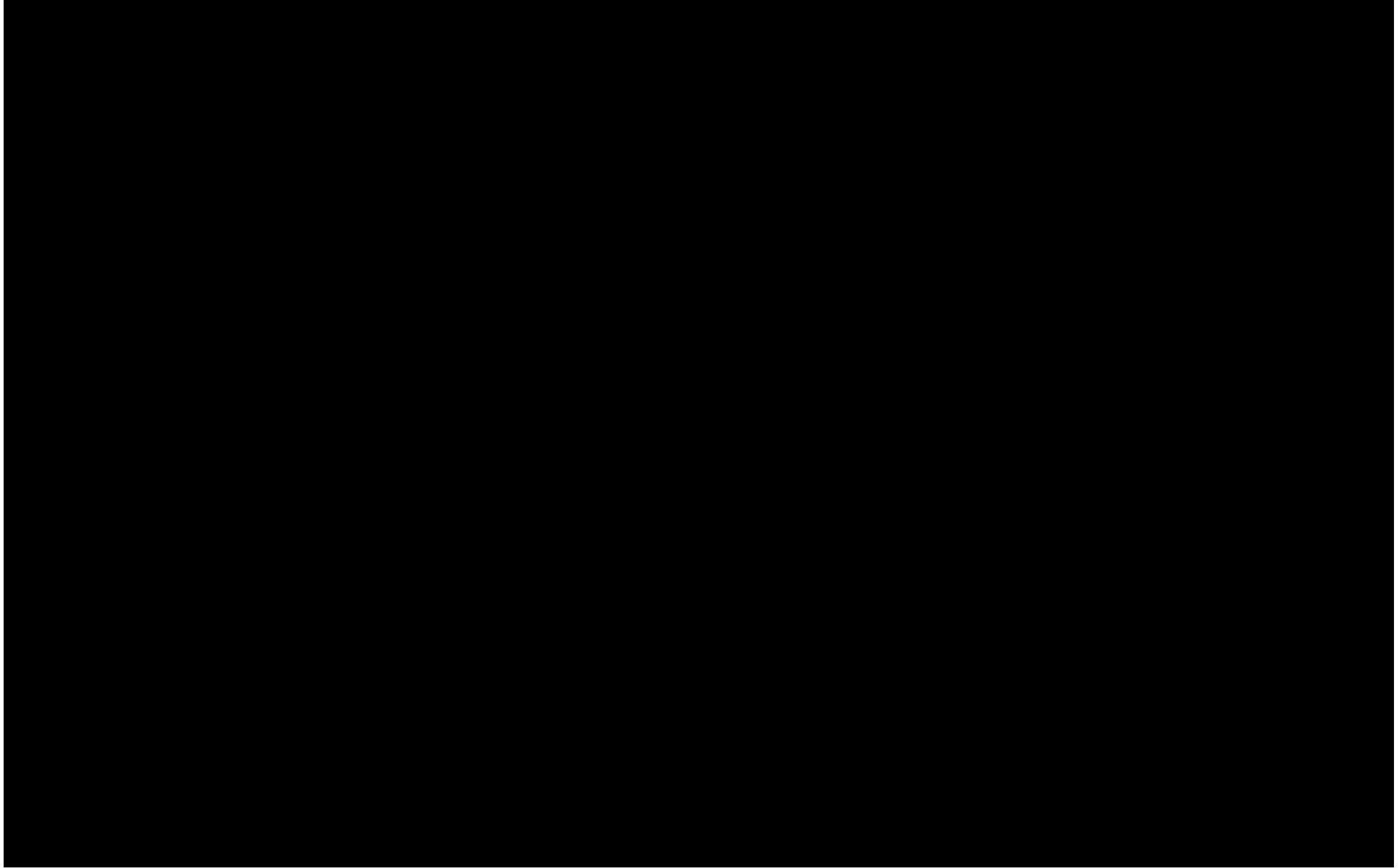


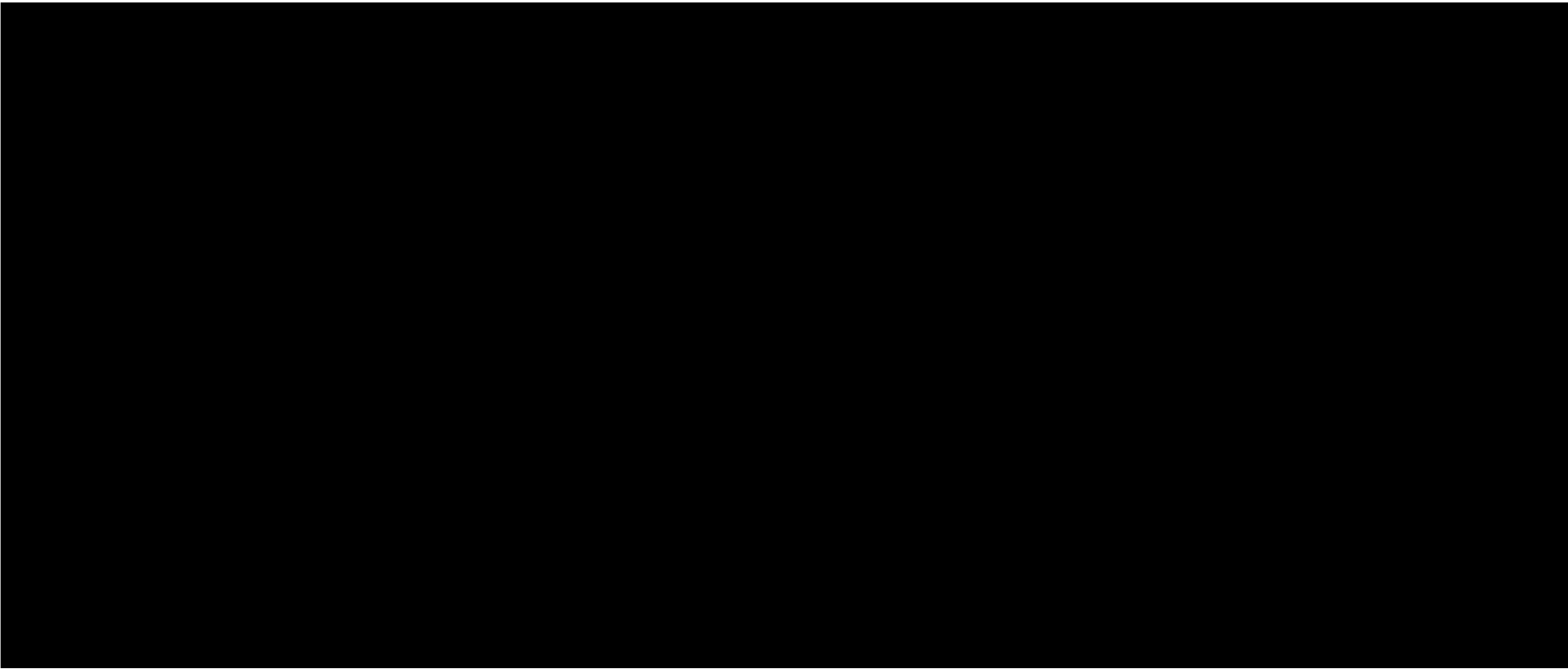
State of FL Band 14 Coverage

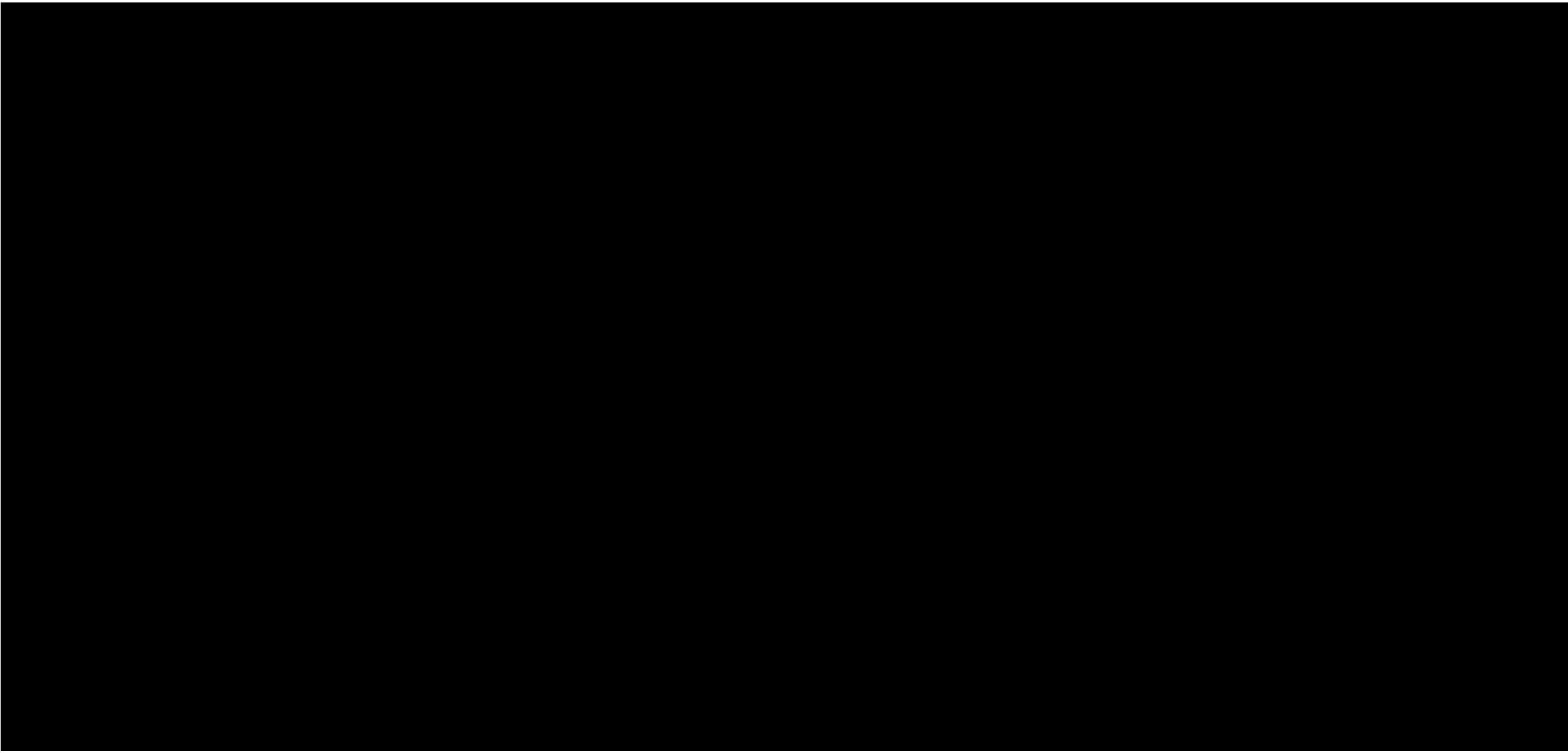
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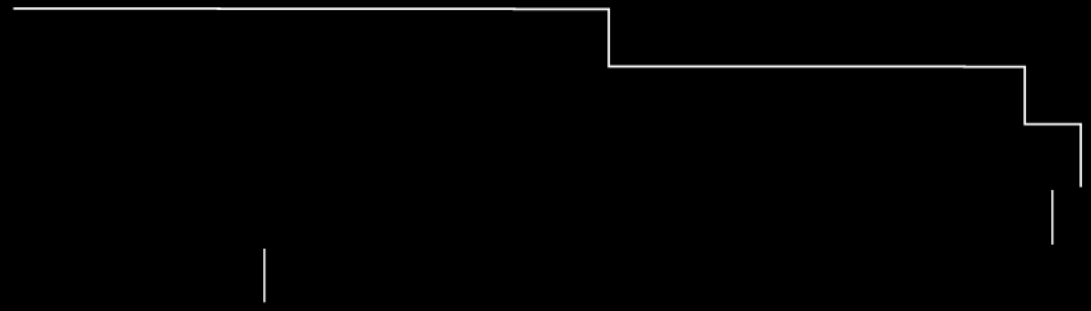


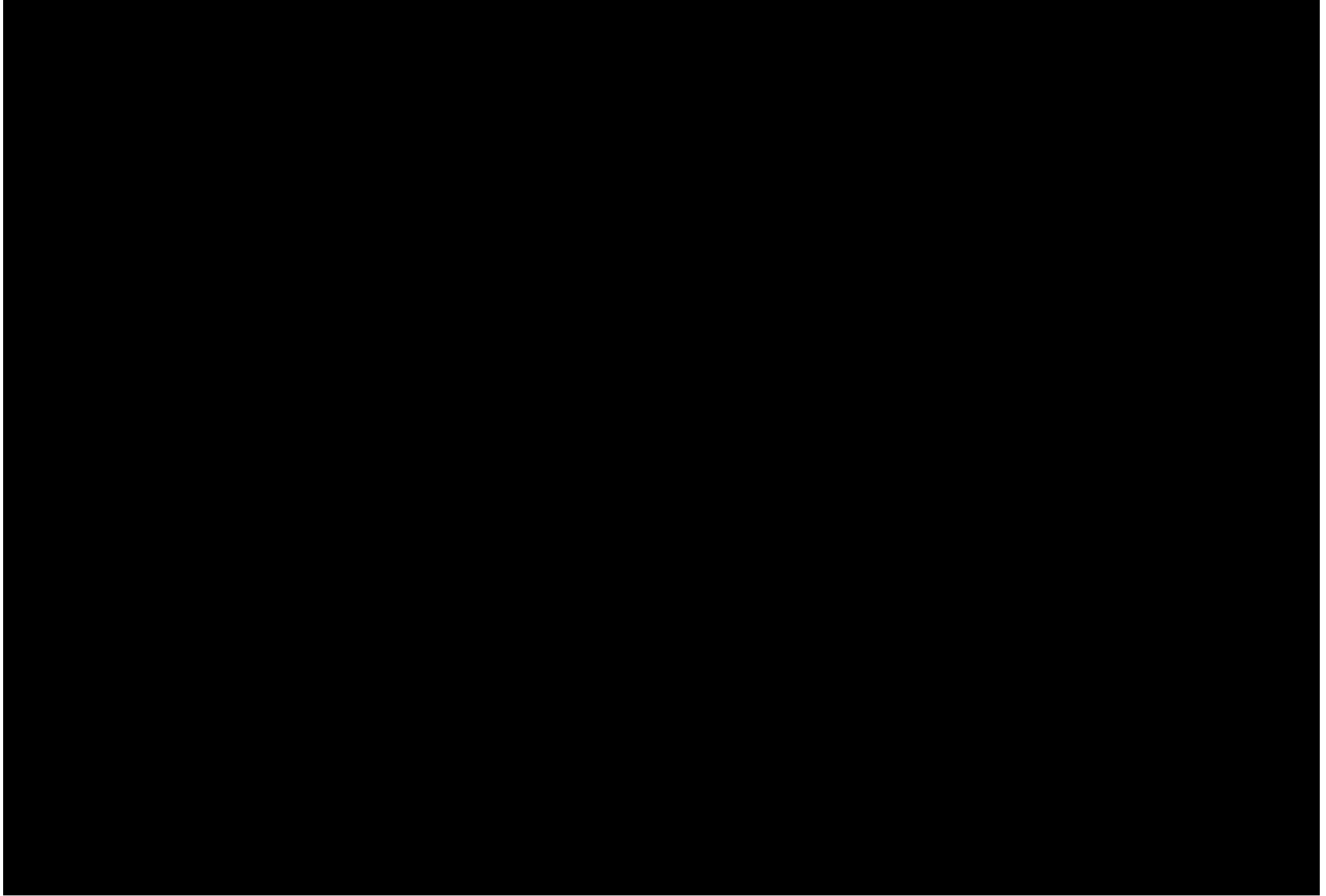


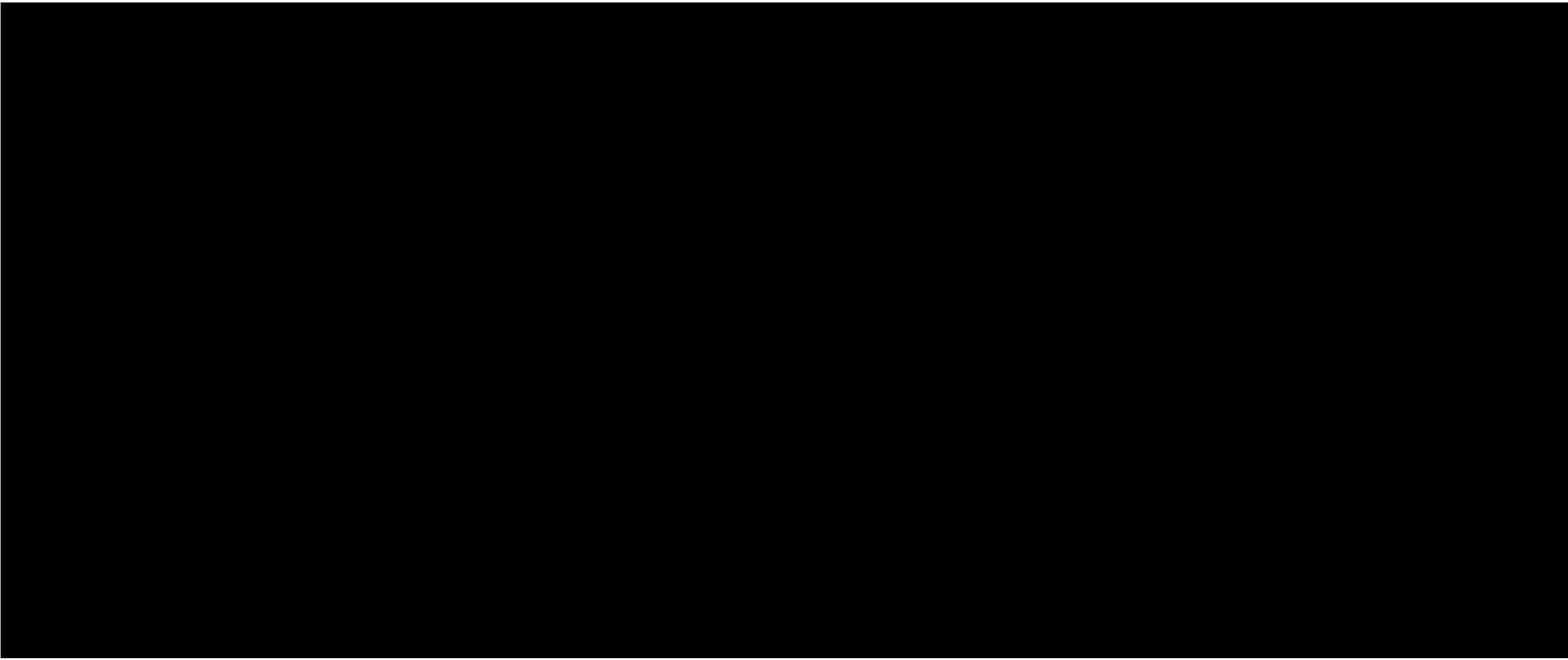


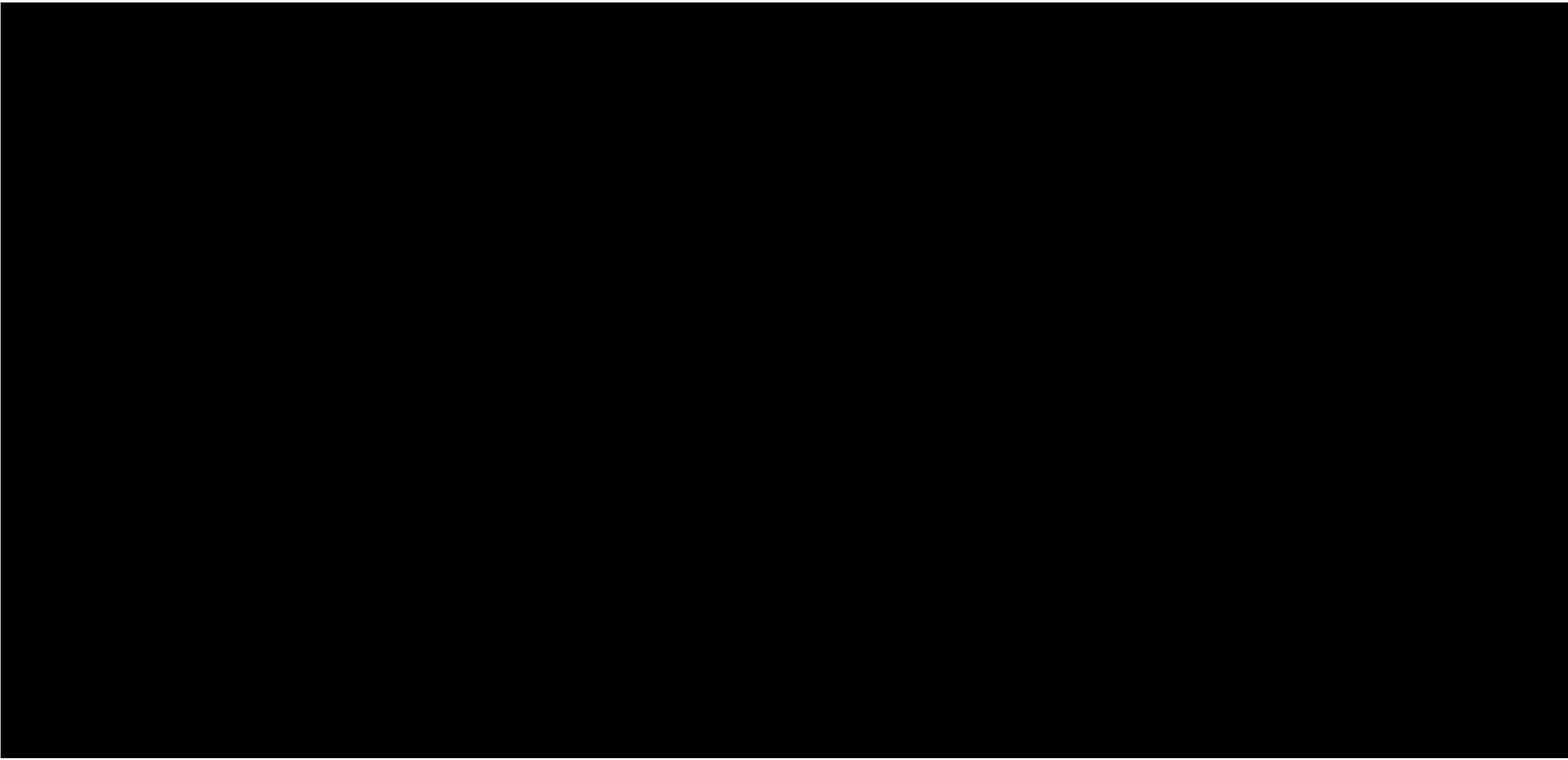
State of FL

5G Coverage











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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 (4th gen)	FirstNet Ready	Yes
Apple	A2275	iPhone SE (2nd 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

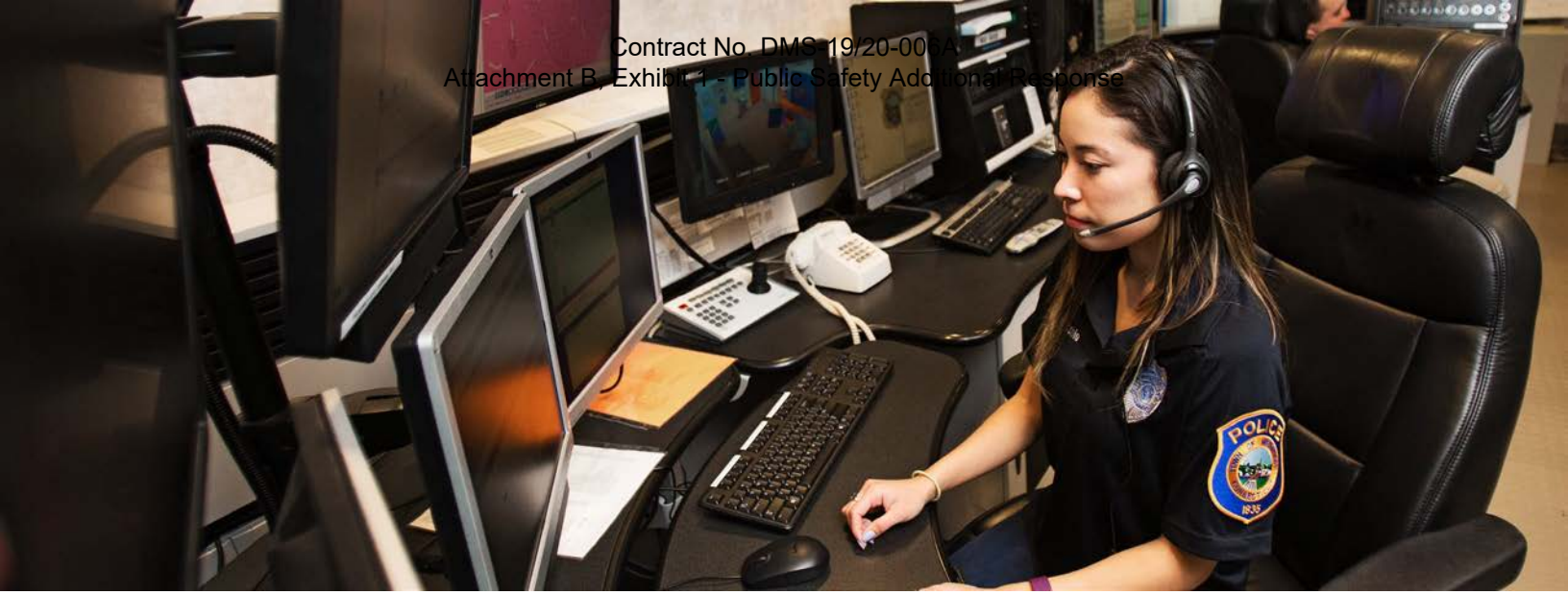
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Cisco	IR829-2LTE-EA-BK9, IR829-2LTE-EA-AK9		FirstNet Capable	No
Cisco	IR1101-A-K9 (P-LTE-MNA)		FirstNet Capable	No
Cisco	IR1101-K9(P-LTE-MNA)		FirstNet Capable	No
Cradlepoint	MC400-600M-C		FirstNet Ready	Yes
Cradlepoint	IBR900-1200M		FirstNet Ready	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

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

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

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.

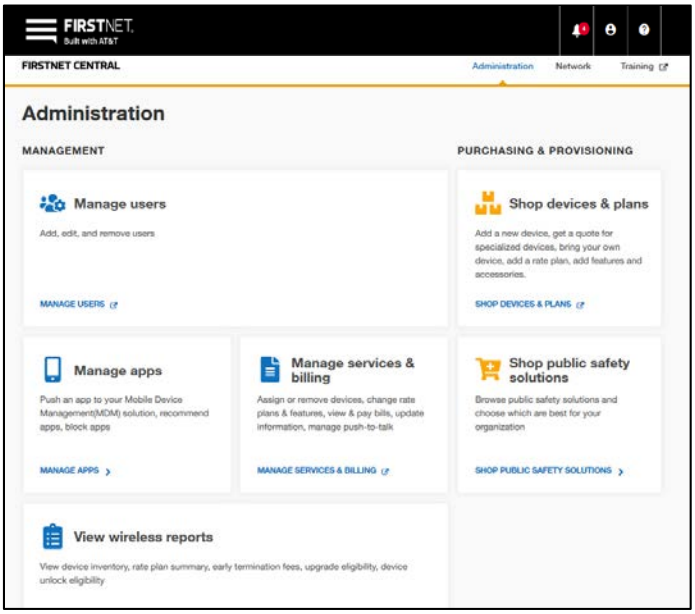
Simple, easy-to-use access to devices and services

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



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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.

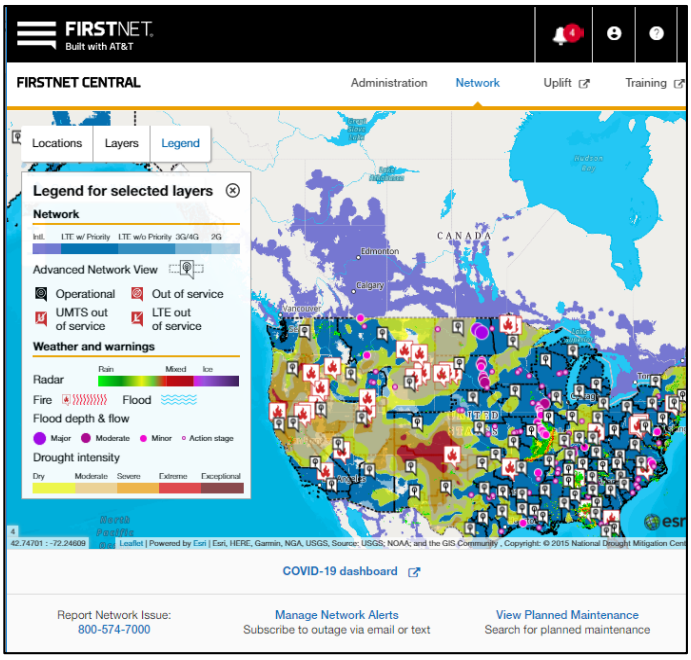
Manage apps

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 an scalability for innovation tomorrow, with improvements and new features expected for every operational phase.



For more information go to:

FirstNet.com

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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.

- **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 personal 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.

- **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

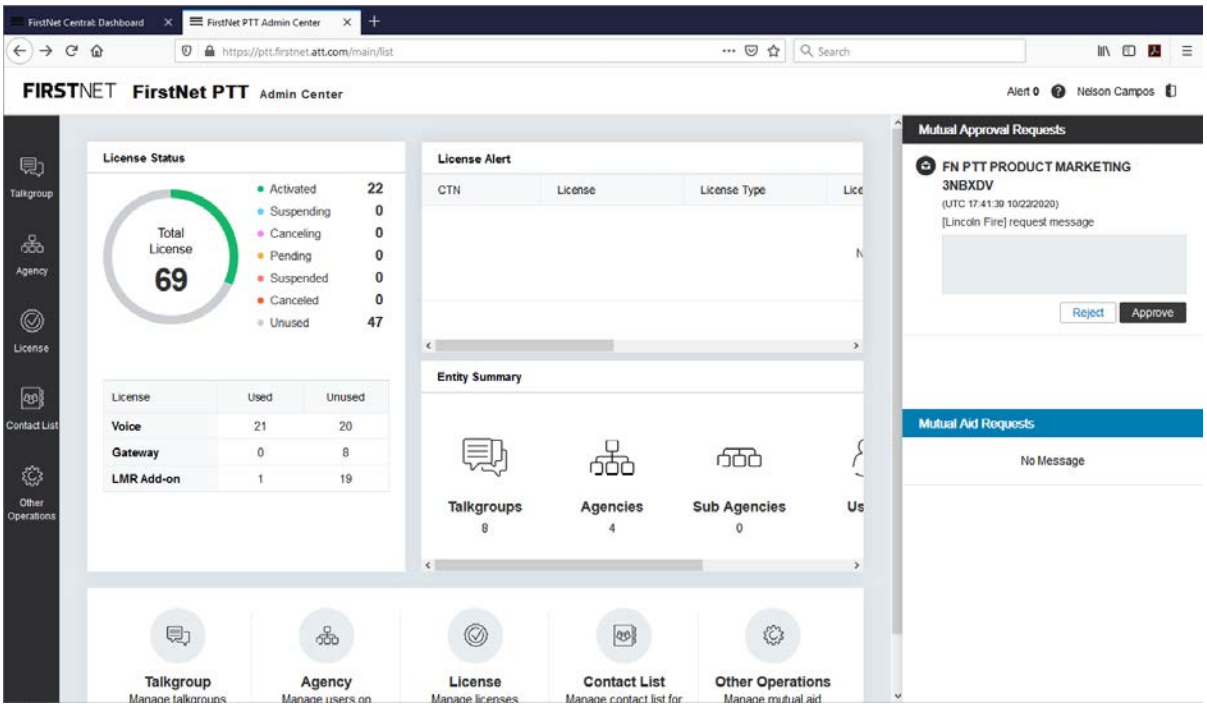
FirstNet 4G LTE network. By using an RoIP gateway to provide the interoperability, agencies can take advantage of the FirstNet PTT Solution, which provides nationwide LTE coverage, high performance prioritized PTT calling, a choice of cost-effective FirstNet PTT certified devices, and low monthly recurring 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:

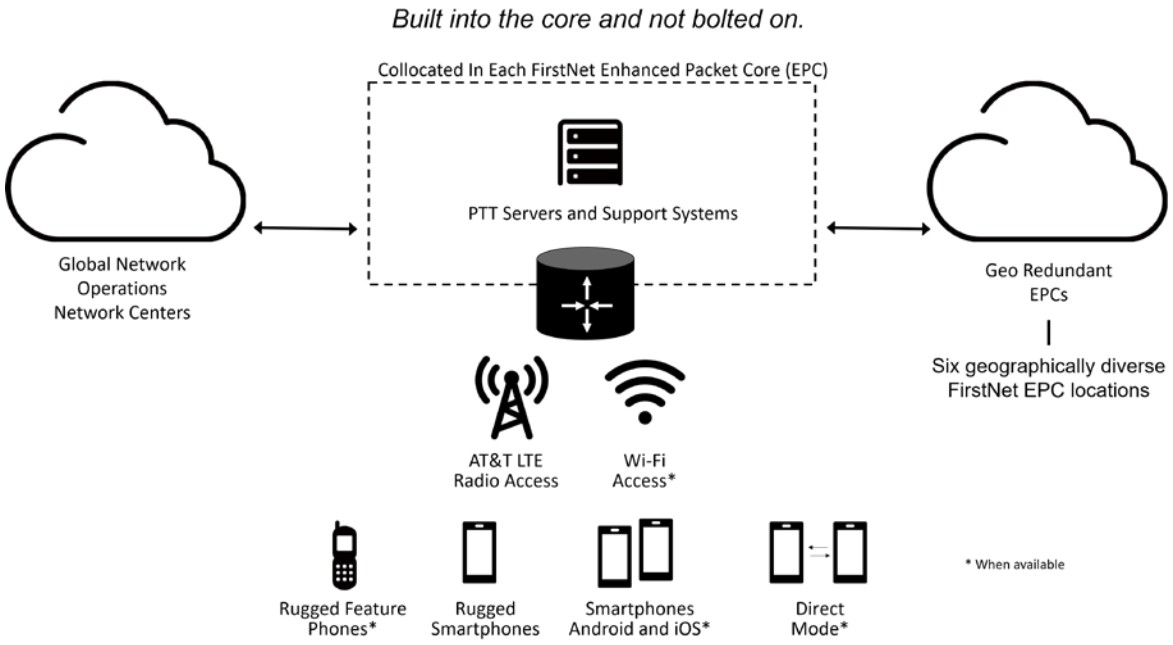
- Customer premises equipment (CPE), including a FirstNet Ready® Cubic Vocality RoIP gateway and donor radio
- Connectivity with the LMR network via cabling that connects the donor radio and gateway
- Connectivity with the FirstNet network and FirstNet PTT nodes via a FirstNet Mobile Data Plan and/or a wireline backhaul internet connection (when available)

Diagrams

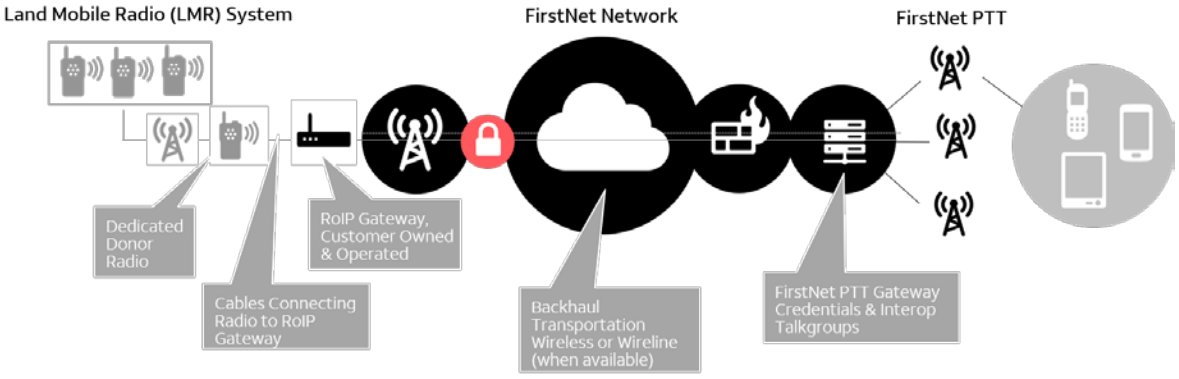
- **Web-based Administrative Tool**
  This screenshot shows the web-based FirstNet Push-to-Talk administrative tool, which is accessible from the FirstNet Central website. The tool integrates with the FirstNet Central Identity and Credentialing System, so users can log in with the same credentials.



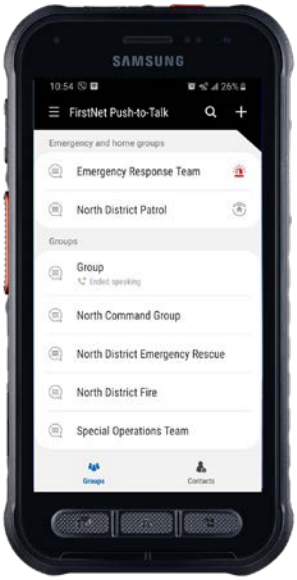
- **FirstNet Push-to-Talk Architecture**
  This diagram shows the basic architectural components and network structure of FirstNet PTT.



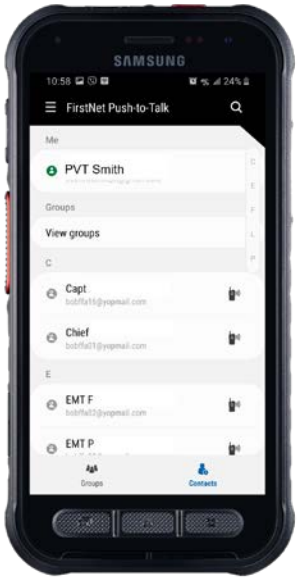
- **FirstNet Push-to-Talk Land Mobile Radio (LMR) Interoperability—Network Diagram**
  This diagram shows the Radio over IP (RoIP) architecture that facilitates communication between an LMR channel (talkgroup) and a FirstNet Push-to-Talk talkgroup.



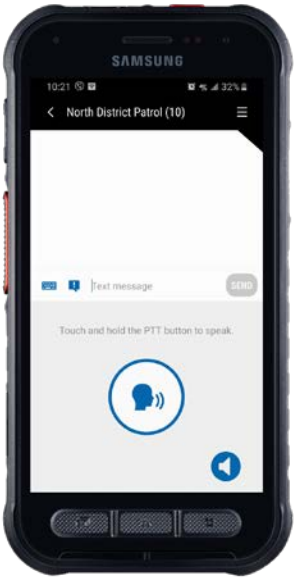
- **FirstNet Push-to-Talk Client Application Interface—Channel, Contact, and Conversation Screens**
  These images show examples of the channel screen (with a list of active and Idle channels), the contact screen (which includes presence information), and the conversation screen for the FirstNet PTT mobile client. The interface may vary by device.



Groups (talkgroups) Tab



Contacts Tab



Conversation View

Legal Notices

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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*	**Deployable 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, 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

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

			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)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

					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. 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

					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	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	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	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours 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 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.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

	SLA-B9	Notification, 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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

	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	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
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	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
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 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 30th 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. 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 30th 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.

	**Mobile Communication Services (MCS)**	**SUNCOM Contract No.: DMS-19/20-006 End User Price List (EUPL)**
DETAILED PRODUCT DESCRIPTION		
VOICE (PER MINUTE) RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
(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

Example: (Flat Rate) Per Minute Voice Plan (4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with $0.04 Overage) plus MSG3 (Unlimited Messages (SMS/MMS)) for $5.15 = $5.15/month plus any per minute voice charges.

Government Nation Flat Rate Voice Plan
AT&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&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&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&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage
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&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.

Mobile to Mobile Minutes
If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&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&T voicemail and return calls from voicemail are not included.

Nights and Weekends
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.

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

Government Voice Pooled Nation Plan

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

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

Unlimited Voice Services
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&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&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

PER MEGABYTE; DATA PLAN	SOC CODE	CONTRACT PRICE
Per MB; Data	MPPU	Allowed on feature phone only ($0.00 MRC, $2.00/MB overage)

Pay Per Use Data Plan
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 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! Connect to the mobile web, email, search applications and more. Customer must have a voice plan provisioned. Feature(s) must be added on a per line basis.

SMARTPHONE HOTSPOT/TETHERING DATA 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. 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.

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, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, 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);
• 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.

ALL INCLUSIVE PLANS

UNLIMITED VOICE PLAN BUNDLES	SOC CODE COMBINATION	CONTRACT PRICE
Unlimited Voice and Unlimited Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV, LTBTBWS7	$49.99
Unlimited Voice, Unlimited Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	$49.99
Unlimited Voice and 5GB Pooled Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	$49.99
Unlimited Voice, 5GB Pooled Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E PLUS MSG3	$49.99
Unlimited Voice and Unlimited Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$59.99
Unlimited Voice, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$59.99

ALL INCLUSIVE PLANS CONTINUED

VOICE POOLED MINUTE PLAN UNLIMITED HOTSPOT/TETHERING BUNDLES	SOC CODE COMBINATION	CONTRACT PRICE
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: 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: 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: 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: 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: 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: 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: 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: 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: GSA3IUNAT, GSA3IUNVT, GSALBUNVT,	$65.62

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

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: 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: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$79.01

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.

***STANDALONE SMARTPHONE UNLIMITED HOTSPOT/TETHERING DATA PLAN WITH NATIONWIDE FLAT RATE VOICE PLAN BUNDLE**	**SOC CODE**	**CONTRACT PRICE**

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 **Note**: Unlimited Messaging (SMS/MMS) code RGOVMSG3 may be added for no additional charge	ODNN0007 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$35.99 and 5.0¢/Minute

Government Nation Flat Rate Voice Plan

AT&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&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&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&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage

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&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.

Mobile To Mobile Minutes

If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&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&T voicemail and return calls from voicemail are not included.

Nights and Weekends

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.

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).

TABLETS, MI-FI, NETBOOKS, AIRCARDS DATA PLANS	SOC CODES	CONTRACT PRICE

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. 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, LTEPDUNGV, LTETBUNGV, TABUNGOV	$34.99

Data Connect and Laptop Connect plans
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.

UNLIMITED DATA CONNECT PLAN (Continued)	SOC CODES	CONTRACT PRICE
Unlimited LTE Hotspot/Tethering Data Plan for the Apple iPad	GOVPADUN	$34.99

Data Connect and Laptop Connect plans
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 back0up 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 KILOBYTES. 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 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, 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 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 *(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 (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 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, 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**

	Add -a- Line	**2GB**	**5GB**	**50GB**	**100GB**	**500GB**	**1000GB**
For use with an unsubsidized device	$15.99 MSC*	$24.50 MSC	$36.00 MSC	$205.00 MSC	$373.00 MSC	$1,745.00 MSC	$3,350.00 MSC
For use with a subsidized device	$35.99 MSC	$44.50 MSC	$56.00 MSC	$225.00 MSC	$393.00 MSC	$1,765.00 MSC	$3,370.00 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*

Add-a-Line for use with an unsubsidized device	$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	$22.99 Monthly Service Charge

*Plans outlined above include Unlimited Voice and Text

TABLE 1.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$10.00 MSC	$16.00 MSC	$23.00 MSC	$200.00 MSC	$368.00 MSC	$1,740.00 MSC	$3,343.00 MSC
For use with a subsidized device	$20.00 MSC	$26.00 MSC	$33.00 MSC	$210.00 MSC	$378.00 MSC	$1,750.00 MSC	$3,353.00 MSC

TABLE 1.1.4
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
** Standard Smartphone includes Unlimited, Voice, Text, and Data only

TABLE 1.1.5
CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	$17.99 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 Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	$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 (without Mobile Hotspot)*	Unlimited Smartphone Plan (with Mobile Hotspot)**	Unlimited Tablet Plan (with Mobile Hotspot)***
Monthly Service Charge	$39.99	$44.99	$34.99

*Includes Unlimited Voice, Text, and Data only
**Includes Unlimited Voice, Text, Data, and Mobile Hotspot
***Includes Unlimited Data and Mobile Hotspot

AT&T Mobility Application Solutions		
AT&T Mobile Field Solutions	**Netmotion VPN**	**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.**

Product Code	Product Name	List Price
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

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

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 Licenses
RTL.43756	NM Mobility Upgrade 9.x to 10.x	35% of TCV of Licenses
RTL.43689	Sure-Start	$5,000.00
RTL.43757	Sure-Start Express	$2,000.00

RTL.43758	Sure-Check System Review		$2,000.00
RTL.43759	Advanced Authentication Assistance		$2,000.00
RTL.43760	Sure-Check System Audit		$7,000.00
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
	Standalone Diagnostics without Mobility License		
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
RTL43176	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

RTL.4186E	NetMotion Diagnostics for Mobility - Subscription (25-99)	Subscription (one-year)	$54.00
RTL.4187E	NetMotion Diagnostics for Mobility - Subscription (100-249)	Subscription (one-year)	$51.00
RTL.4188E	NetMotion Diagnostics for Mobility - Subscription (1000+)	Subscription (one-year)	$39.00
RTL.4189E	NetMotion Diagnostics for Mobility - Subscription (250-499)	Subscription (one-year)	$48.00
RTL.4190E	NetMotion Diagnostics for Mobility - Subscription (500-999)	Subscription (one-year)	$45.00
RTL.4191E	NMW Diagnostics Upgrade (only for existing Locality customers that are current on maintenance)	License (Device) - Perpetual	$55.00

AT&T Mobility Application Solutions Continued		
AT&T GPS-Based Fleet Solutions	**Fleet Complete**	**AT&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**

Product Code	Product Name	List Price
CICC001	**Courier Complete** - 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	**FC Track & Dispatch** - Designed for mobile resource tracking and/or dispatching of work orders. Track and Dispatch works on the **Motorola MC55, MC65, MC75, ES400** and **BlackBerry** based devices.	$25.00
CIFT2001	**FC Fleet Tracker MGS 200 Bundle** 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	**FC Fleet Tracker MGS 500 Bundle** 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	**FC Asset Tracker Un-Bundled** 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	**Courier Complete** - 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. **Special pricing only for existing CI customers migrating to AT&T.**	$18.00
CIFT2003	**Special pricing only for existing CI customers migrating to AT&T.**	$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

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

SKU Code	Product Description	**Price**

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 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

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

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

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		
AT&T Enterprise Content Management Solutions	**Box from AT&T**	**Box from AT&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 Box from AT&T, 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**

Product Description	Product Code	List Price
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**

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

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

		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

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

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	RPAddOn-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
SITE LICENSE				
Enterprise (Primary Site)	No Charge	No Charge		
Additional Site	No Charge	No Charge		
SET-UP SERVICES				
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
INTEROP CAPABILITY				
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		
ENTERPRISE MULTIMEDIA PTT				
Enterprise Multmedia PTT Clients (Min of 5)	82.68	95.40		
Enterprise Multmedia PTT Clients 6 - 100	72.28	83.40		
Enterprise Multmedia PTT Clients 101 - 1000	61.88	71.40		
Enterprise Multmedia PTT Clients 1001+	51.48	59.40		
INTEROP WORKSTATION				
IWS Appliance (w/ Speaker/Microphone)			1,911.76	
IWS Portable Workstation (w/ Speaker/Mic)			2,676.47	
Speaker/Microphone (Incl w/ Appliance)			302.35	
RADIO				
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	
VIDEO				
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	
TELEPHONE				
Telephone Interconnect (Per Port)	415.48	479.40		
1 Port Gateway			1,525.59	
GO KITS				
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	
PANIC BUTTON				
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

Product Line Item	K-12 Discounted Pricing			
	First Yr	Recurrent	Equipment	Setup
	Annual	Annual	Wholesale	One Time
SITE LICENSE				
Enterprise (Primary Site)	No Charge	No Charge		
Additional Site	No Charge	No Charge		
SET-UP SERVICES				
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
INTEROP CAPABILITY				
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		
ENTERPRISE MULTIMEDIA PTT				
Enterprise Multmedia PTT Clients (Min of 5)	82.68	95.40		
Enterprise Multmedia PTT Clients 6 - 100	72.28	83.40		
Enterprise Multmedia PTT Clients 101 - 1000	61.88	71.40		
Enterprise Multmedia PTT Clients 1001+	51.48	59.40		
INTEROP WORKSTATION				
IWS Appliance (w/ Speaker/Microphone)			1,911.76	
IWS Portable Workstation (w/ Speaker/Mic)			2,676.47	
Speaker/Microphone (Incl w/ Appliance)			302.06	
RADIO				
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	
VIDEO				
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	
TELEPHONE				
Telephone Interconnect (Per Port)	207.79	239.76		
1 Port Gateway			1,525.59	
K-12				
K-12 Interconnect (Radio and Video)	451.99	521.52		
K-12 Gateway (2 Port)			1,835.29	
GO KITS				
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	
PANIC BUTTON				
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
TRAINING & READINESS SERVICES				
Monthy Roll-Call - per session	40.00	per facility		
Annual Tabletop Exercise	798.40	per facility		
Incident Command System Basic Training	318.40	per person		
ANCILLARY HARDWARE				
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	
MAINTENANCE/SHIPPING				
Customer Shipper				TBD
OPTIONAL ENGINEERING				
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**

Product Code	Product Name	Monthly List Price
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
Product Code	**Product Name**	**Annual List Price**
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
Product Code	**Product Name**	**Annual List Price**
4032L	MES Comprehensive Per User – 1 Year	$84.00
4028L	MES Comprehensive Per Device – 1 Year	$60.00
4033L	MES Comprehensive Per User – 3 Year	$201.60
4026L	MES Comprehensive Per Device – 3 year	$144.00

AT&T Mobility Application Solutions		
AT&T FirstNet Control Center Platform	**AT&T**	**AT&T FirstNet CC will give you global visibility into the activity of all your SIMs on the AT&T network, but more than that, use this proven platform to:** **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.** **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&T CC to save time and money.** **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.** **Gain Strategic Insight—Get the intelligence you need to manage your connected device business for maximum efficiency. AT&T CC puts everything from data utilization and costs**

		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. **Troubleshoot Problems Instantly – Run detailed diagnostics on any device, online and in real-time, whether on the AT&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.** **CC may require a Private Mobile Connection (PMC) APN** • ***FirstNet CC supports all approved FirstNet Data plans listed in the AT&T MCS End User Price List***

AT&T Mobility Application Solutions Continued

AT&T Fleet Management Solution for Government	**Geotab**	**AT&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**

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

***AT&T Dedicated Internet (ADI) Solution**	**AT&T**	**AT&T Dedicated Internet provides carrier class, fiber based, synchronous internet connectivity**

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)
EMPLOYEE DISCOUNTS	**Government Employee Discount** https://www.att.com/offers/discount-program/government-employees.html	
IRU Employee Discount	**Reference Foundation Account Number (FAN) 4599651**	17%
IRU Accessory Discount		25%
AT&T Government Reference Guide https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&wtLinkLoc=RN		
AT&T FirstNet https://www.firstnet.com/marketing/index.html#/marketing/index/home		

FirstNet Responder Network Authority https://firstnet.gov/		
AT&T Service Coverage Maps http://www.att.com/maps/wireless-coverage.html/		
AT&T Mobile Phone & Device Tutorial https://www.att.com/esupport/main.html#!/wireless		
		Revision 05/14/2021

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

MANFACTURER/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

MANFACTURER/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

MANFACTURER/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

Contract No.: DMS-19/20-006A
Attachment D, Exhibit 2 - Vendor's Device List

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 Committment 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

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, OEUs, 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).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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. 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.

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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. 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

*****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
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	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
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
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

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.

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/attachvments/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

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. 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?

Assessment	Evaluator Score
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.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

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.

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.

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 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: www.sunbiz.org
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/attachvments/FCC-18-181A1.pdf

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	

Information	**Experience #3**
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	

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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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

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

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.

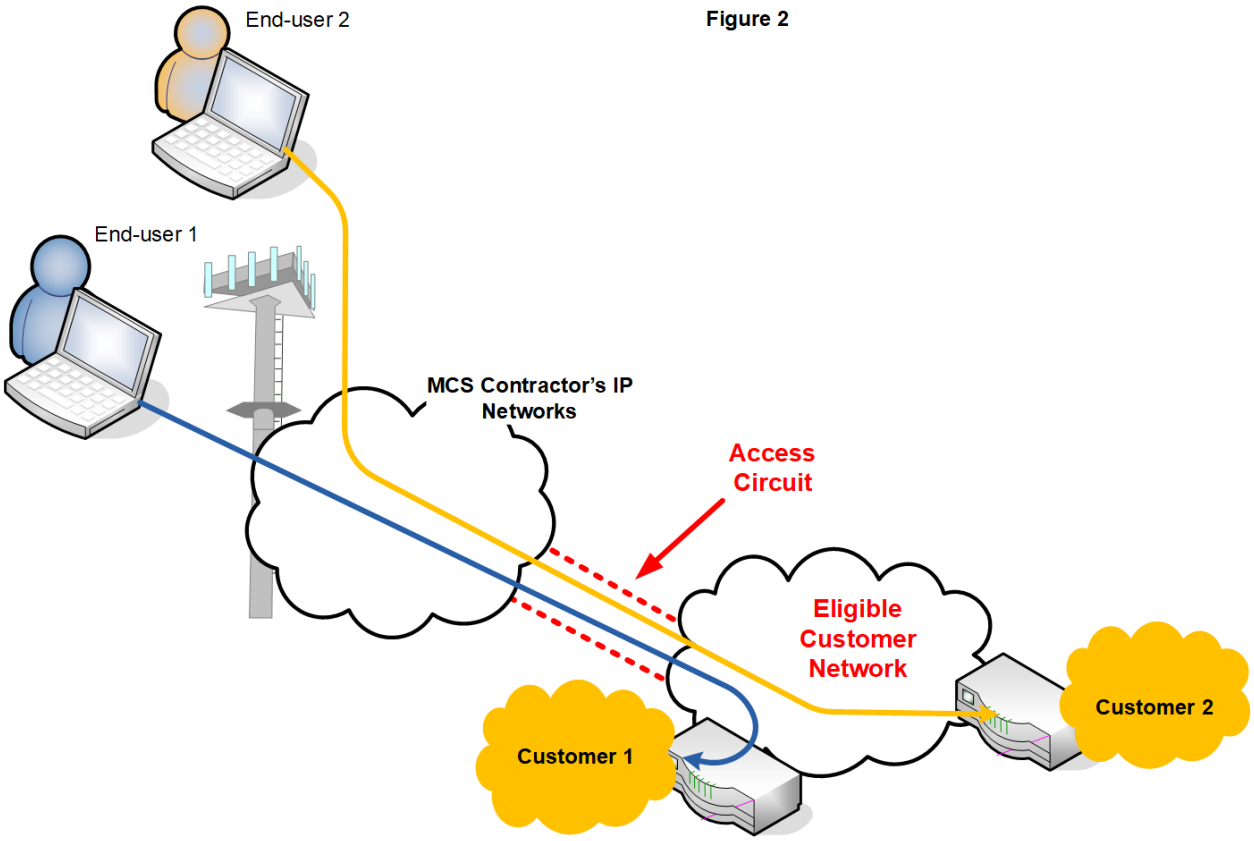
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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.

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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.

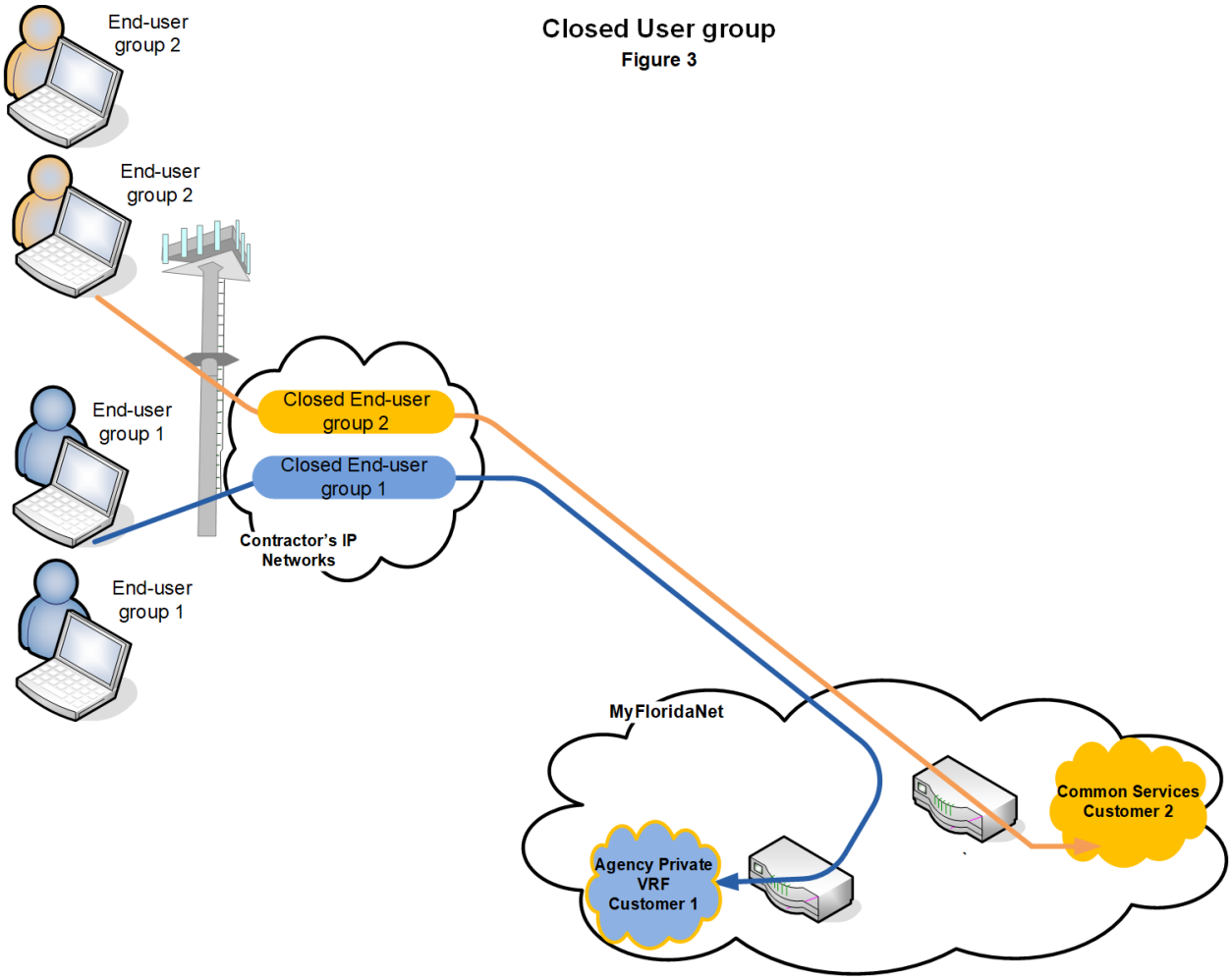
3.5 Wireless Data Service - Closed User Groups

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.



Closed User group
Figure 3

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

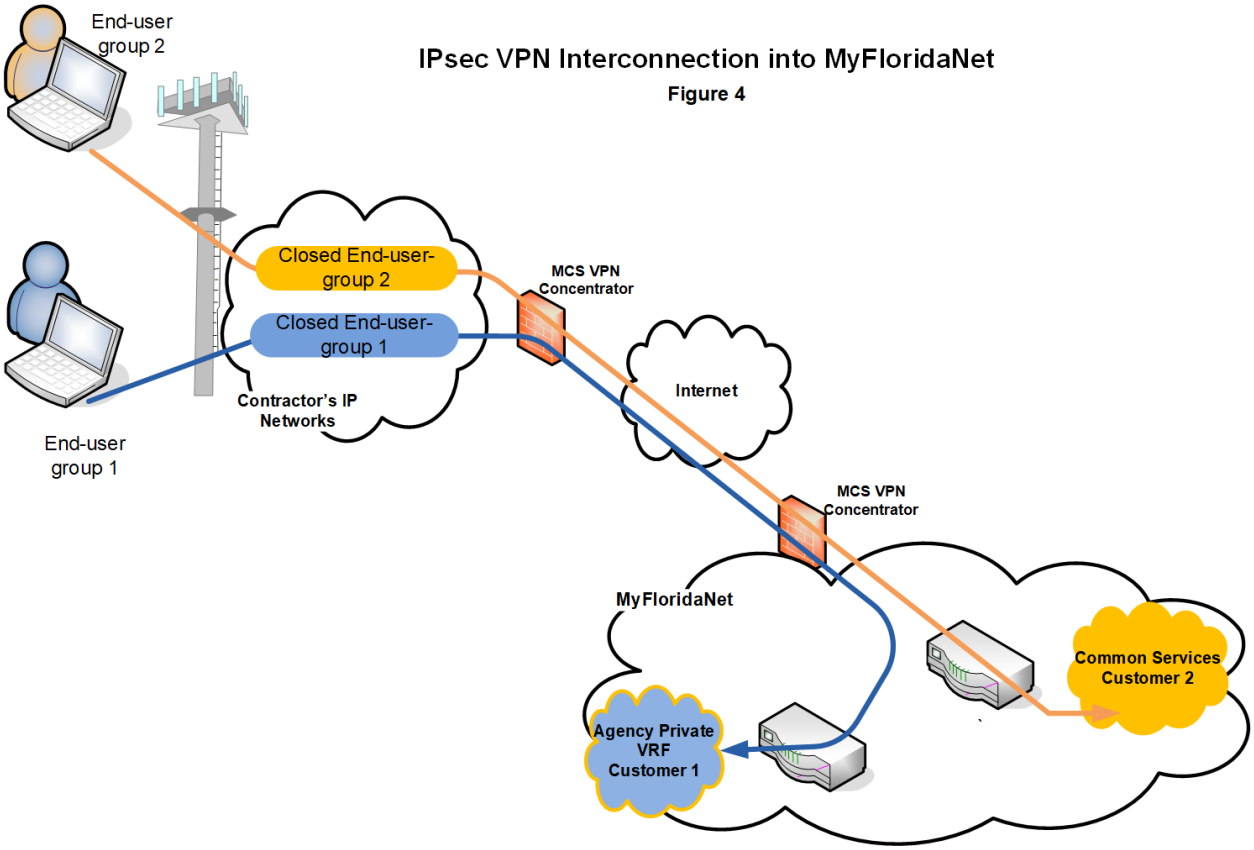
3.6 Wireless Data Service – Network-to-Network Interface Design

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.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

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.

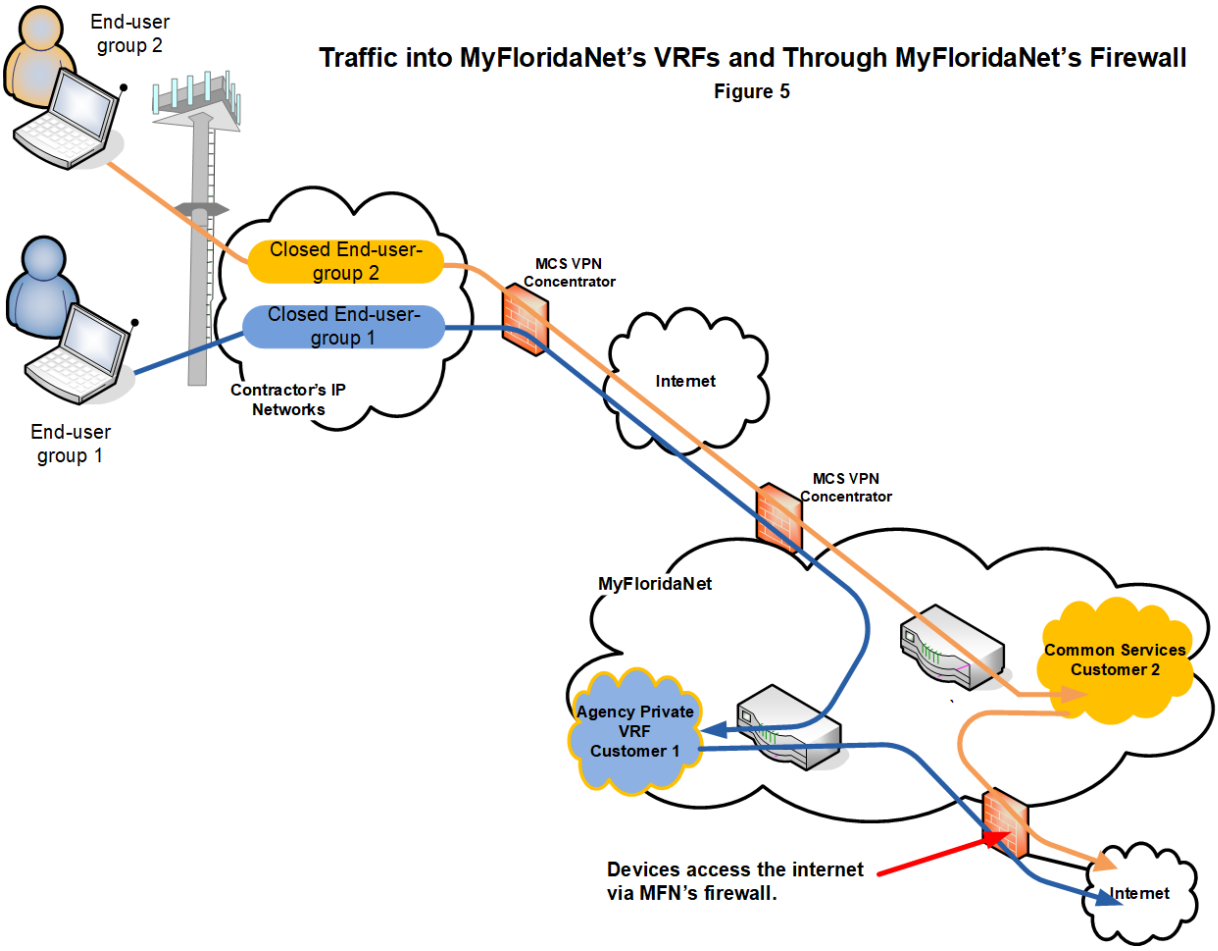
For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration 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.

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Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5



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

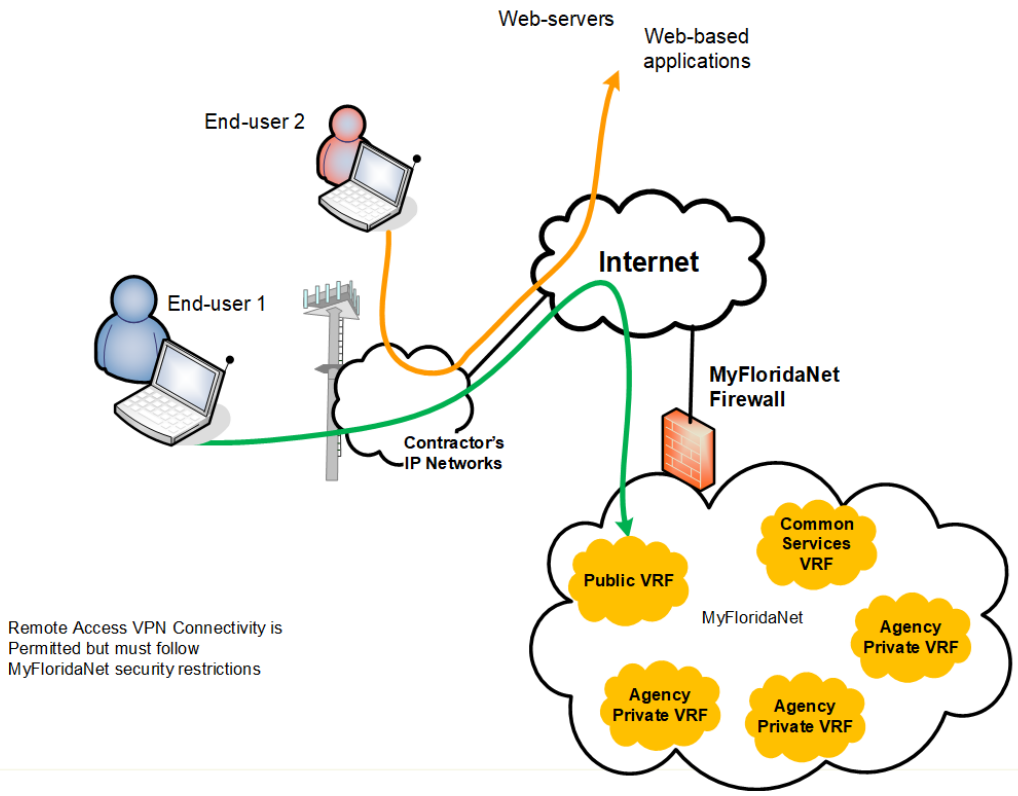
This subsection is applicable to only Wireless Data Services.

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 much4G/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

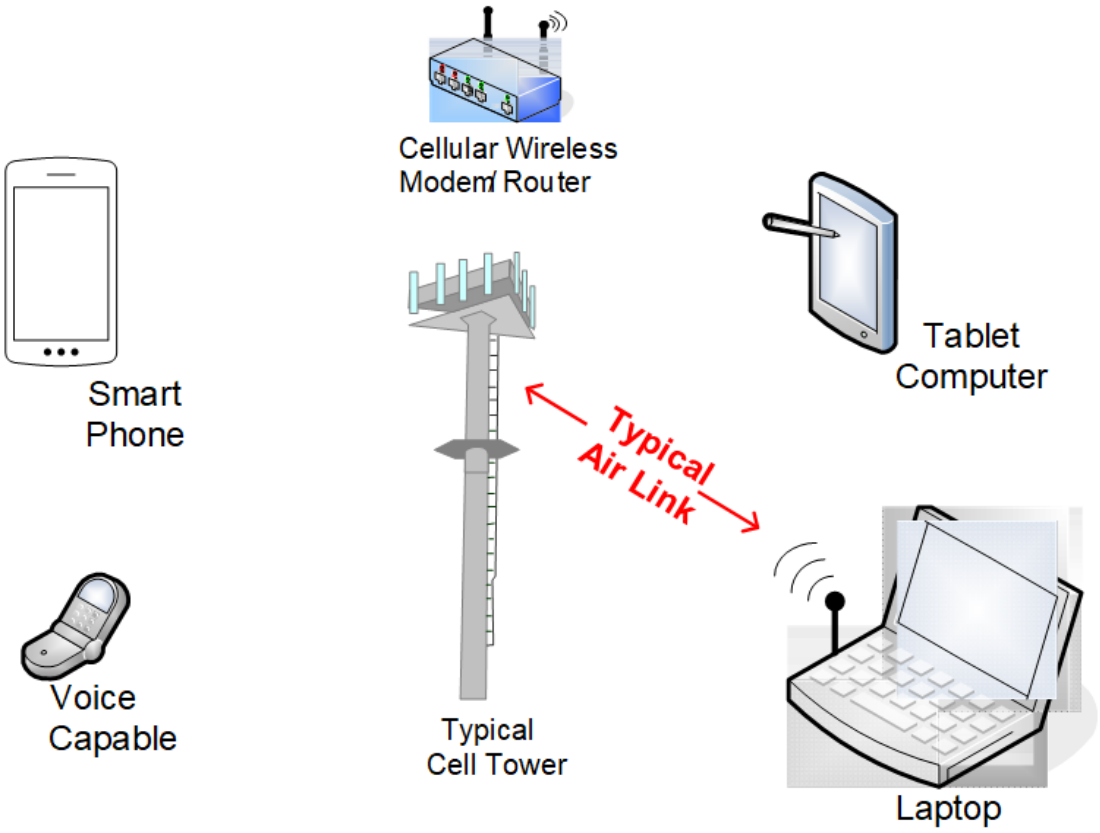
This subsection is applicable to both WVS and WDS.

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.

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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 for 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**
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	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.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	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:

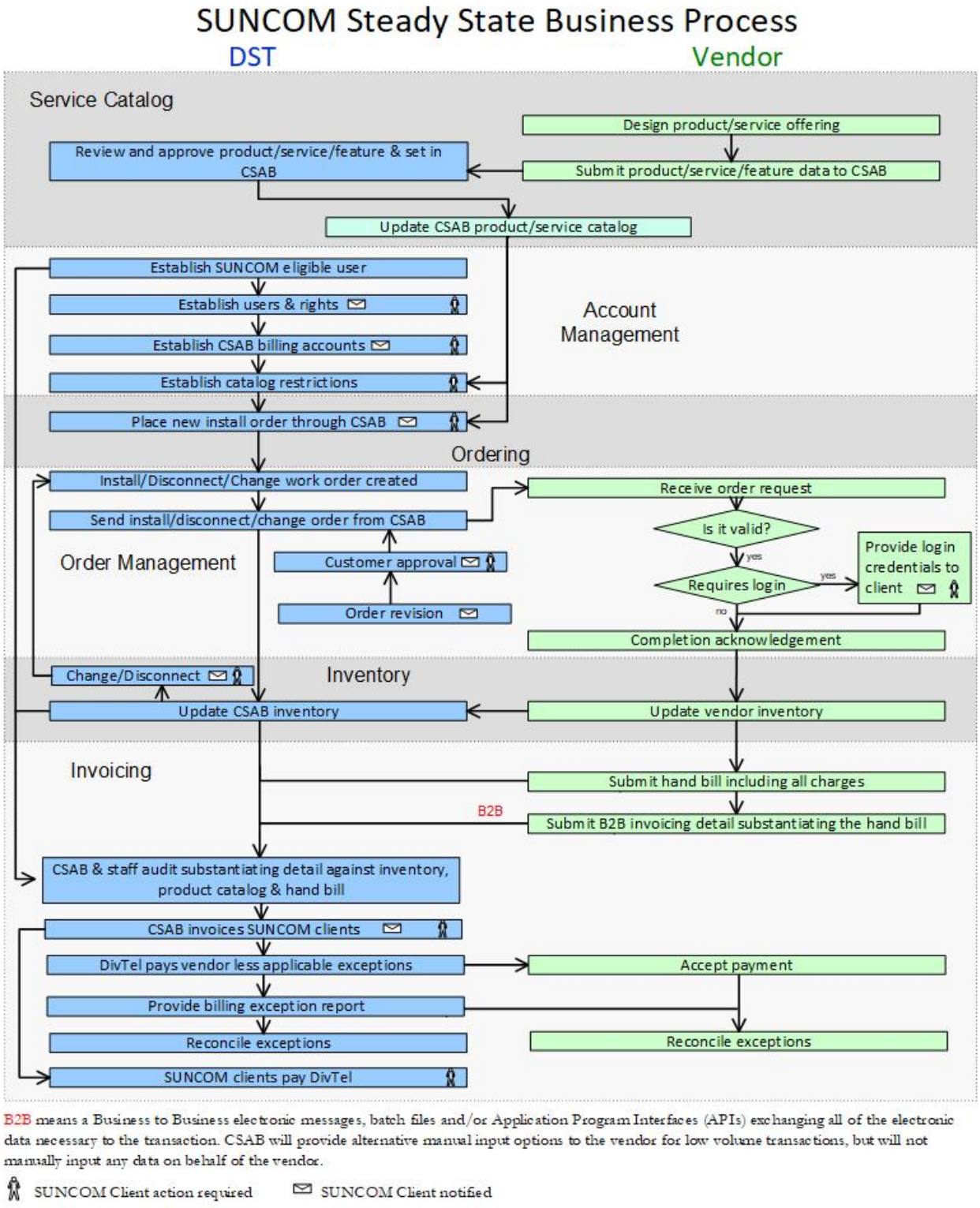
1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

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:

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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 10th 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 1st 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]."

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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

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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 csame 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>

DRAFT

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 Mangers' 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 (EUPLs) 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.

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.

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 (11th 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 (11th 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, serviceagreements, 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 All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 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 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	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. 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. 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	$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	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	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	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

	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. 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. 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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

	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	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
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

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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 (OEUs), 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
GRAND TOTAL		$ 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 HIGHWAY 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 (OEUs) 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 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
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 COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	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[2].

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 (IUT-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[3]. 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[1].

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

[1] 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.[2] 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

[2] 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[3].

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.

[3] 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[4];
- 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

[4] 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

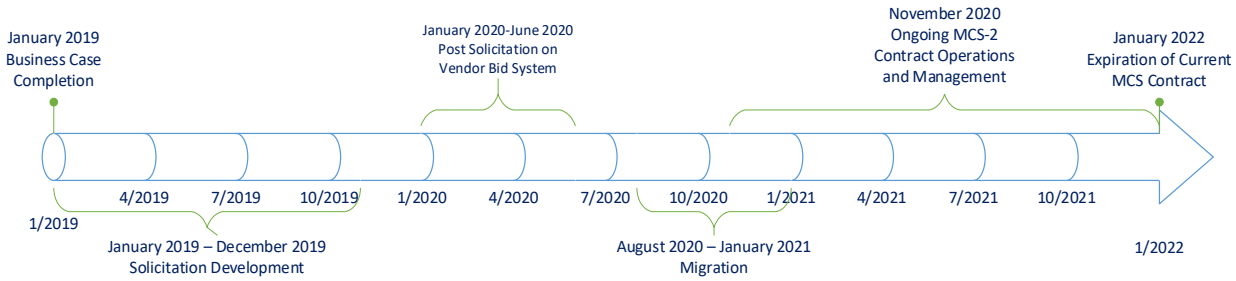
Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

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 Pubic 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 contacts 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.

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850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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. https://portal.suncom.myflorida.com/start/#/login
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.

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

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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

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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 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	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. It is the filing party's responsibility to meet all filing deadlines.

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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 Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ 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~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guide~~s~~. The Contractor shall provide one (1) WDS and WVS User Guide~~s~~ that provide a set of instructions for the End-user. The User Guide~~s~~ 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 device~~s~~ required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety device~~s~~ ~~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 device~~s~~ 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.

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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 All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~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. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ 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 30th ~~15th~~ 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.

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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	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. 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." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "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."
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. 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.' 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. 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. 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. ***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.*** We believe ***there are additional companies*** 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. 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. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - 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: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, 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	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: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	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.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	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"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

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.	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." 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." 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.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? 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	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. 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." 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.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	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? Notifications. Notifications must be for 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 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. **Attachment C, SLA ~~B7,~~ B8, and B9.**	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, ~~or~~ 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. 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),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, 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
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." 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?" See also Section 8 of Addendum No. 2.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

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, 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: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
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 1st of each month and end on the 30th.
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 ~~the 10th calendar day~~ 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: "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 cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	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, 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, 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. See also ITN section 4.4, Negotiations. 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 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ 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, 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, 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, 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, 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, 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, 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, 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, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, 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, 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, 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, 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, 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: "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. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, 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: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ 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, 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: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ 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, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Department of MANAGEMENT SERVICES
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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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

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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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

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. It is the filing party's responsibility to meet all filing deadlines.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor

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

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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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 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. It is the filing party's responsibility to meet all filing deadlines.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006B

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

T-MOBILE USA, INC.

CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work:
    Exhibit 1 to Attachment B – T-Mobile Employee Plan
Attachment C – Final Service Level Agreements
Attachment D – Contractor's Pricing, which consists of:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
    Exhibit 3 to Attachment D – Additional Terms for Master Account Wireless Service
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006
Attachment G – Additional Terms and Conditions

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 T-Mobile USA, Inc., (Contractor) with offices at 1000 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, 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 91st 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 – T-Mobile Employee Plan
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
    c. Exhibit 3 – Additional Terms for Master Account Wireless Services
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.
8. Attachment G – Additional Terms and Conditions

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

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

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

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:

Michaela Clairmonte
T-Mobile USA, Inc.
12502 Sunrise Valley Drive, Reston, VA 20191
Telephone: (703) 433-8581
Email: Michaela.Clairmonte@t-mobile.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:

Mike Wood
T-Mobile USA, Inc.
5010 Bayou Blvd #109, Pensacola, FL 32503
Telephone: (850) 356-1755
Email: Michael.Wood@t-mobile.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 (EUPLs) 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.

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.

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 (11th 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 (11th 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 contractfor 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 and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to 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. 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, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written 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 providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly 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 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

T-MOBILE USA, INC.

DocuSigned by:

8F686CC9343743C...

Signature

David Bezzant Vice President

Print Name and Title

7/26/2021

Date

Approved As To Legal Form:

DocuSigned by:

Bret Lawson

T-Mobile USA, Inc. Legal Dept

Date: 7/26/2021

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor

Contract No.: DMS-19/20-006B
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. https://portal.suncom.myflorida.com/start/#/login
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.

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

T-MOBILE FOR GOVERNMENT

BAFO
State of Florida
ITN NO: DMS-19/20-006

May 14, 2021

REDACTED COPY

Mike Wood
Government Account Executive
850-356-1755
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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

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

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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

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 Device List

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]

T-Mobile Technology Evolution

A. In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate the State to a replacement technology; or (2) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

B. If T-Mobile takes any action set forth in subsection A above, T-Mobile will provide advance notice reasonably designed to inform the State (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (1) listed in this Agreement for the State, (2) T-Mobile uses for billing, or (3) set forth in an Order. The State agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

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]

T-Mobile acknowledges and is committed to provide the State superior support including delivering on the stated requirements and expectations noted above.

T-Mobile is proud of the Account Team slated to support the State. Their mission is to serve your organization and help address all of your telecommunications needs. They'll work with your account administrators as required within this ITN to provide the reporting and support requested on the agreed upon schedules.

The State can be confident the team will consist of personnel that meet or exceed the requirements via education, certification or equivalent experience. Each will have experience supporting large, government entities like the State. As more State agencies and other eligible entities choose T-Mobile, the account team will grow to ensure the support remains up to standard. New account team members will be trained on the State processes and procedures to facilitate a smooth transition.

When opportunities arise, the State Account Team will have access to the full T-Mobile employee base to bring the expertise, knowledge and know-how to solve issues and recommend advantageous solutions.

The named individuals requested under this section will be designated in the Staffing Organization Chart, to be delivered no later than ~~thirty~~ sixty (~~30~~60) days after Contract execution.

~~Upon award the Account Manager, Project Manager and a Dedicated Care representative will be assigned to the State. The remaining key positions will be assigned to the State and serve as the point person to the State but – initially – they will be providing support to the State and other customers. As the account grows those individuals may be dedicated full time to the State or workload shifted to a greater percentage directed to supporting the State.~~

As an industry leader in wireless services, T-Mobile will provide the State with access to our experienced network professionals to broaden your pool of technical expertise – allowing you to focus on other important matters. Our top-notch team of highly talented,

highly trained technical professionals provides a specialized support that is right on target:

- T-Mobile has many trained engineers skillfully designing and deploying our customers' networks and a large team of individuals dedicated to designing, testing, and evaluating the T-Mobile network.
- T-Mobile has a team of Certified Internet System Security Professionals (CISSPs). The CISSP certification identifies a security professional who has met a certain standard of knowledge and experience and who continues to keep their knowledge current and relevant to what is happening in the practice of information security. The CISSP program certifies IT professionals who are responsible for development of information security policies, standards, and procedures and managing their implementation across an organization. T-Mobile's people and commitment to innovation make these accomplishments possible.
- Finally, T-Mobile has a strong team of Cisco-certified technicians (CCNAs), we are among the top for CCDA certifications.

T-Mobile has established employee training based on regulatory and compliance requirements to help ensure appropriate use, handling, and incident reporting. T-Mobile supports internal and external training programs for its employees enabling them maintain industry recognized credentials. In summary, T-Mobile is supported by the strongest force of certified engineers in the industry.

Finally, we recognize the State may request a change in account team personnel and we're willing to address any concerns you may have with a particular account team member. Upon the occasion a change is requested, T-Mobile will work with the State to resolve the issue within the ninety (90) -day timeframe. Although we cannot agree staff assignments will be subject to the approval of the State, we will make all reasonable efforts to address the State's concerns and objectives.

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 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, 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.

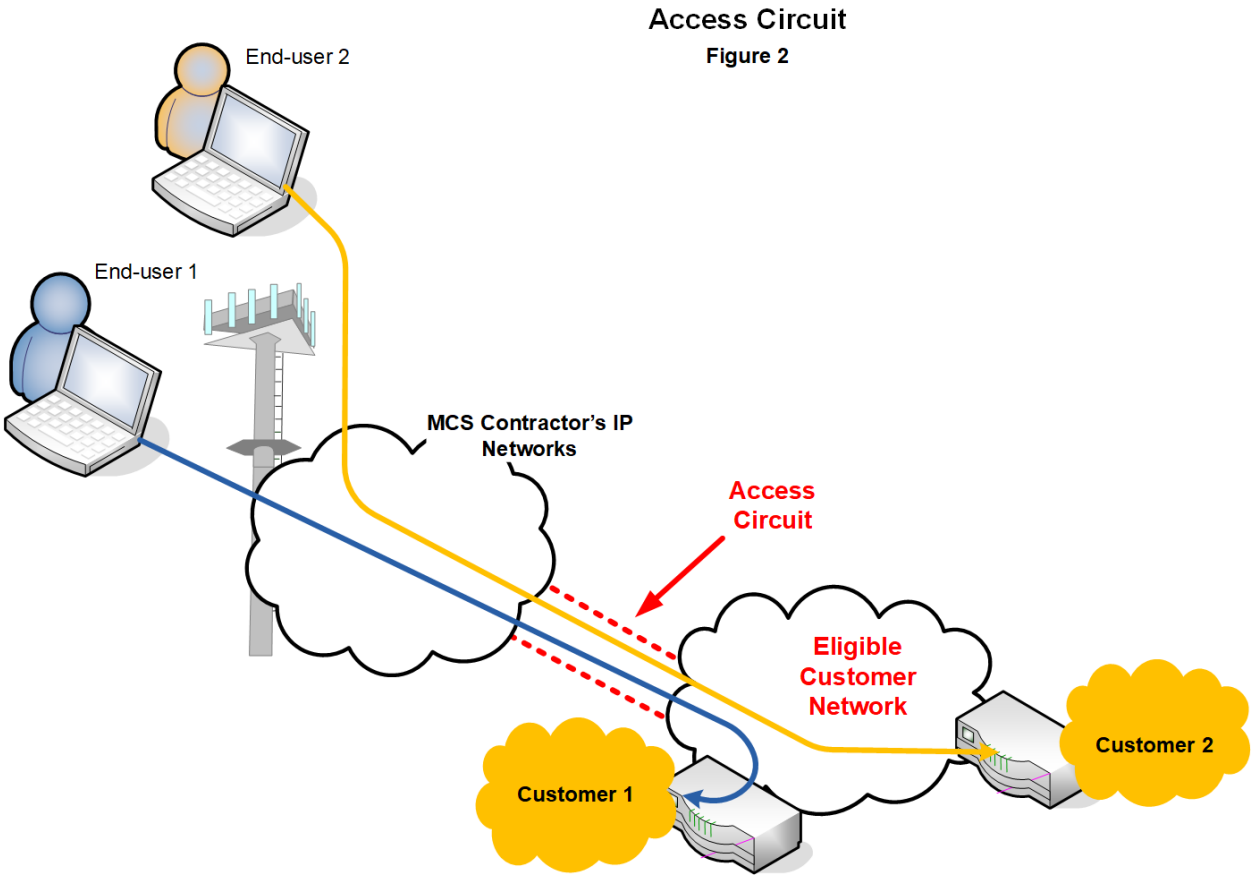
3.4 Wireless Data Service – Access Circuit

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.

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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

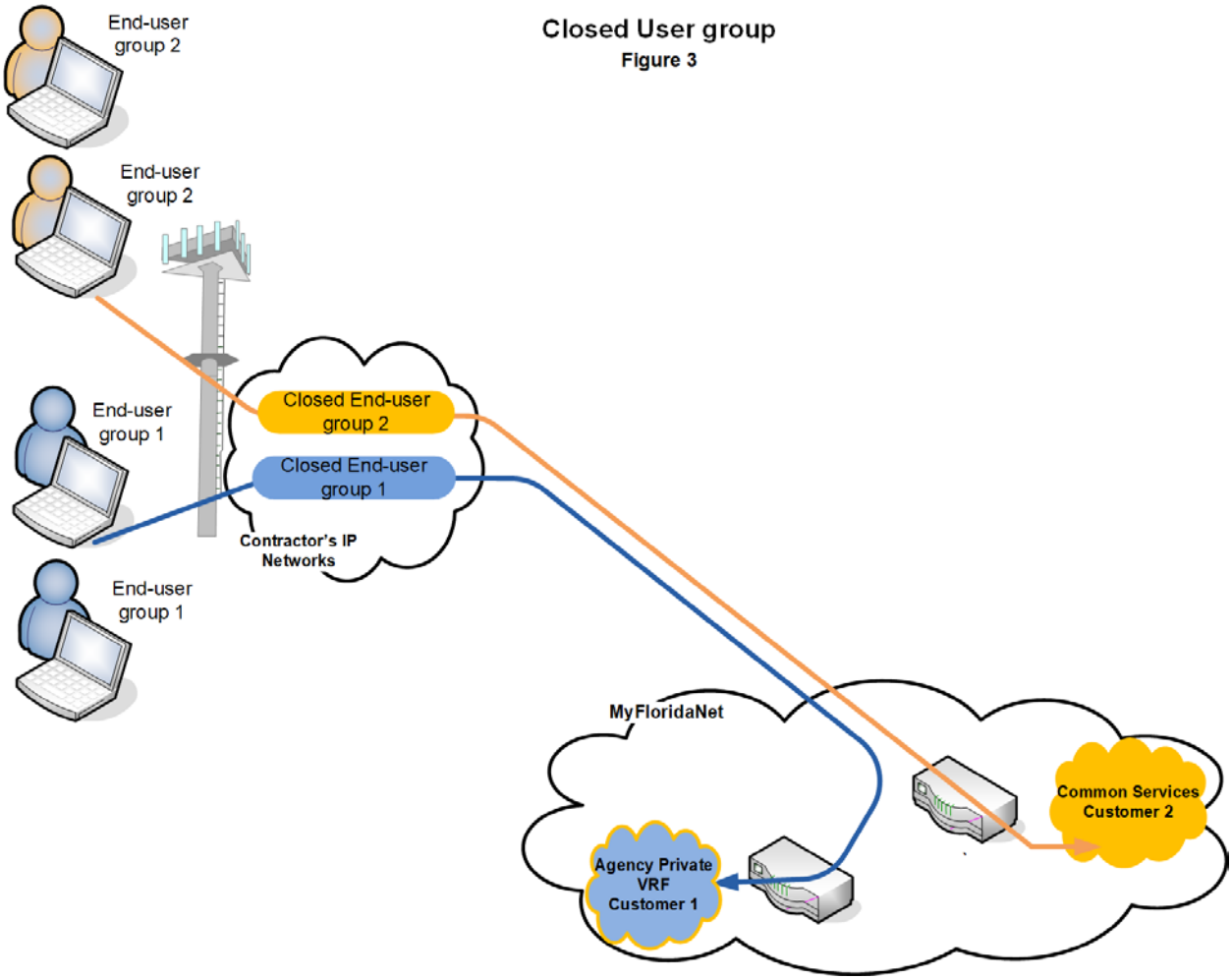
This subsection is applicable to only Wireless Data Services.

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.



Closed User group
Figure 3

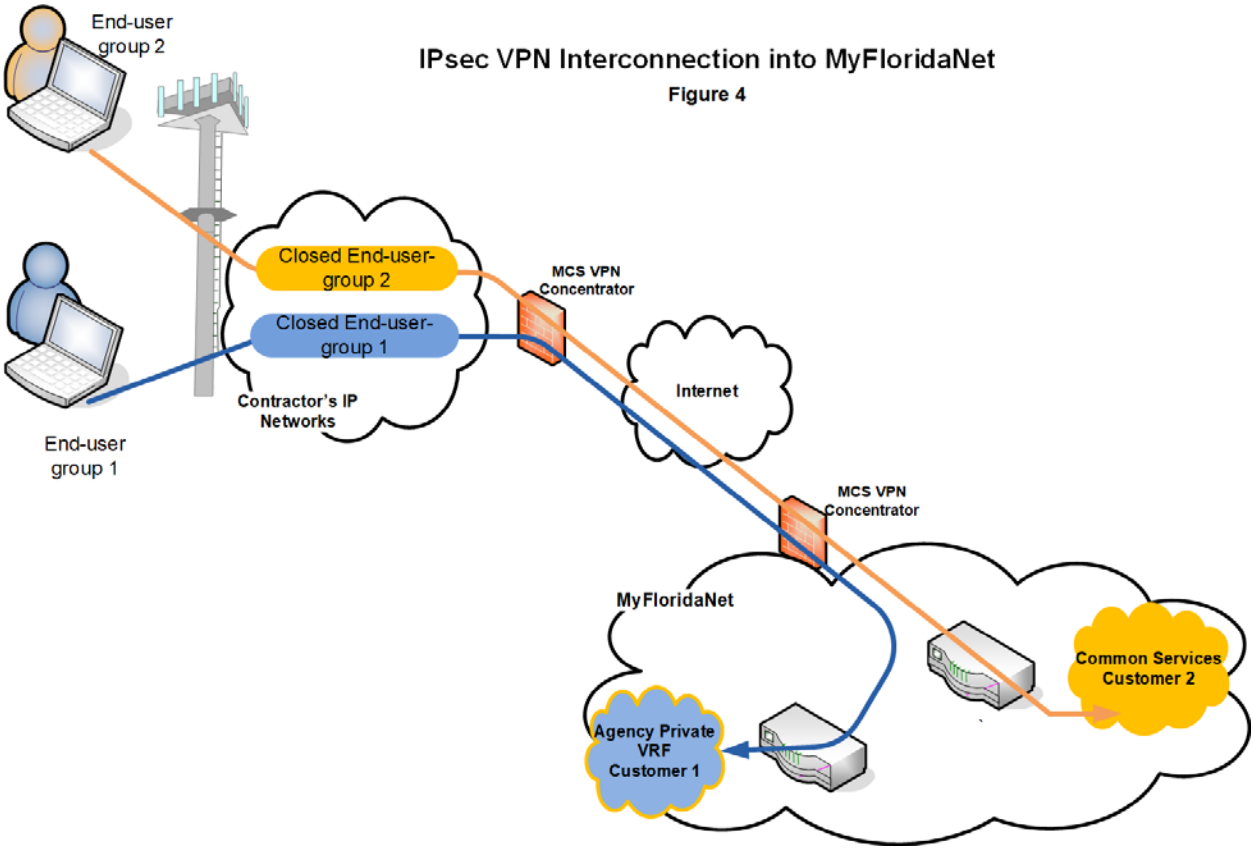
No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

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		T-Mobile Parameters
IKA (SA)	Main Mode	Meet
Encryption Strength	3DES	Exceed: T-Mobile Minimum is AES256
Authentication	Pre-Shared Key	Meet
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Meet
Perfect Forward Secrecy	Pfs	Meet

Data Integrity Hash Algorithm	SHA	Meet
IPsec (SA)	Quick Mode	Meet
Security Association (SA) Lifetime	86,400 seconds (maximum)	Meet
Authentication Type	HMAC-SHA	Meet
Security Association (SA) Lifetime	28,800 seconds (maximum)	Meet
Simultaneous Active Tunnels	1,000 (minimum)	Meet

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]

The T-Mobile LTE network delivers IP connectivity to a mobile device anywhere within T-Mobile's nationwide network as well as within the LTE networks of T-Mobile's data roaming partners.

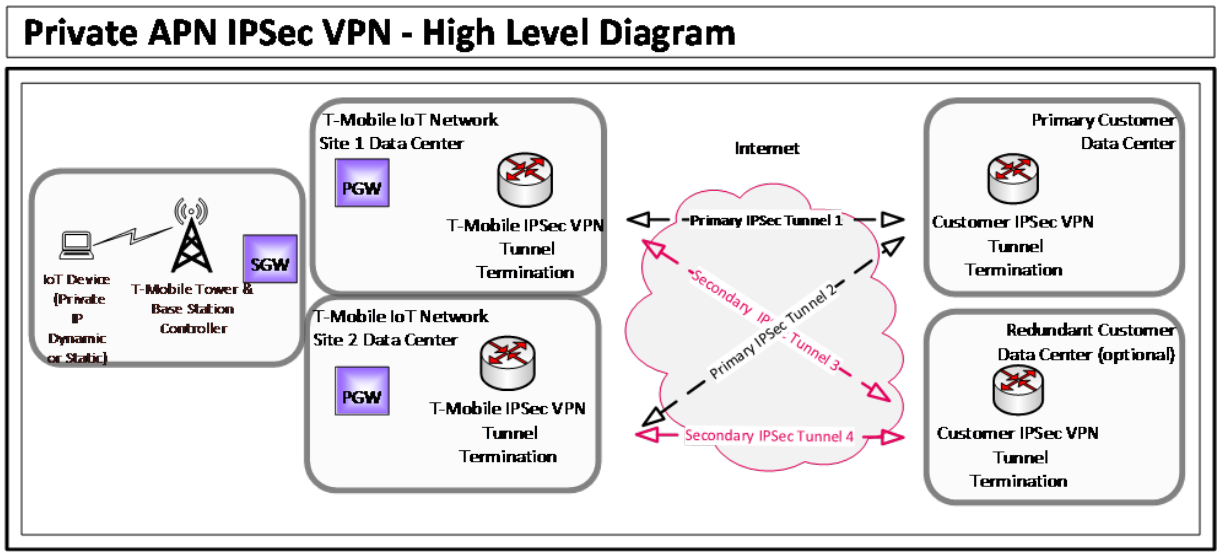
LTE is an IP-based mobile wireless networking protocol similar in many ways to wire line data networks. The key concept with T-Mobile's Corporate Connectivity service is the Access Point Name (APN). Within the LTE networking protocol, the APN defines what data services a mobile device is permitted to use. LTE networks typically provide several public APNs from which customers can select, including WAP, Internet access and other advanced services. Depending on their service profile, customers may select one or many of these generic APNs for a single device.

T-Mobile's unique approach to delivering Private APN services gives the corporate IT department additional flexibility, control and security, making it easier for IT administrators to

deploy new and unique applications. Some of the unique features that T-Mobile provides include:

- IP Addressing – T-Mobile allows the customer to manage IP addresses for their mobile devices. We integrate the customer's DHCP or RADIUS server into the solution so there are no IP address management fees and the IT administrators can change pools as needed. IT administrators can allocate unique blocks of addresses to different types of remote users and manage lease times to create virtually static addresses.
- Redundancy – T-Mobile offers primary connectivity (encrypted GRE Tunnel) from two different T-Mobile data centers with each center serving as a secondary backup for the other.
- Devices – The Corporate Connectivity service is available for any T-Mobile certified LTE device

High Level Diagram



Support Structure

Device Provisioning and Support

T-Mobile will provide primary device technical support for the air interface~~, because T-Mobile does not stock Avis Handset/MDT troubleshooting will be best effort~~. ~~Avis Wow APN~~Customer will troubleshoot connectivity on the PAPN and work with T-Mobile to resolve local issues.

Provisioning: For all SIM provisioning related issues please contact your T-Mobile Account Manager.

Single device connectivity and provisioning issues: General technical issues should be directed to T-Mobile Corporate Customer Care 1-800-375-1126. If roaming internationally call the International VIP roaming phone number at +1 505 998 3793.

Escalation Procedures

If you are experiencing an outage that is affecting the ~~Avis Wow~~Private APN, ~~Avis Wow,~~ contact T-Mobile Data NOC 1-866-783-9557, option 4. The OSC will handle all tunnel related issues as well as major outage issues. In the event that the OSC is unable to resolve the issue it will be assigned to an individual Tier II support technician/engineer.

For NOC escalations - please request to speak to Data NOC supervisor.

When calling into the OSC for PAPN connection issues, the caller should be prepared to provide the following information to open a trouble ticket:

- Name of caller
- Company name ~~– Avis Wow APN~~
- APN name ~~– Avis Wow APN~~
- Details of issue
- Time issue began
- Location of issue
- At least 1 affected SIM, MSISDN, or IMSI

Contractor requires the removal of Simple Network Management Protocol (SNMP) tools. ~~Contractor is unable to provide this metric.~~An alternate network monitoring solution, as proposed by the Contractor and accepted by DMS may be added to the Contract through the Change Request process.

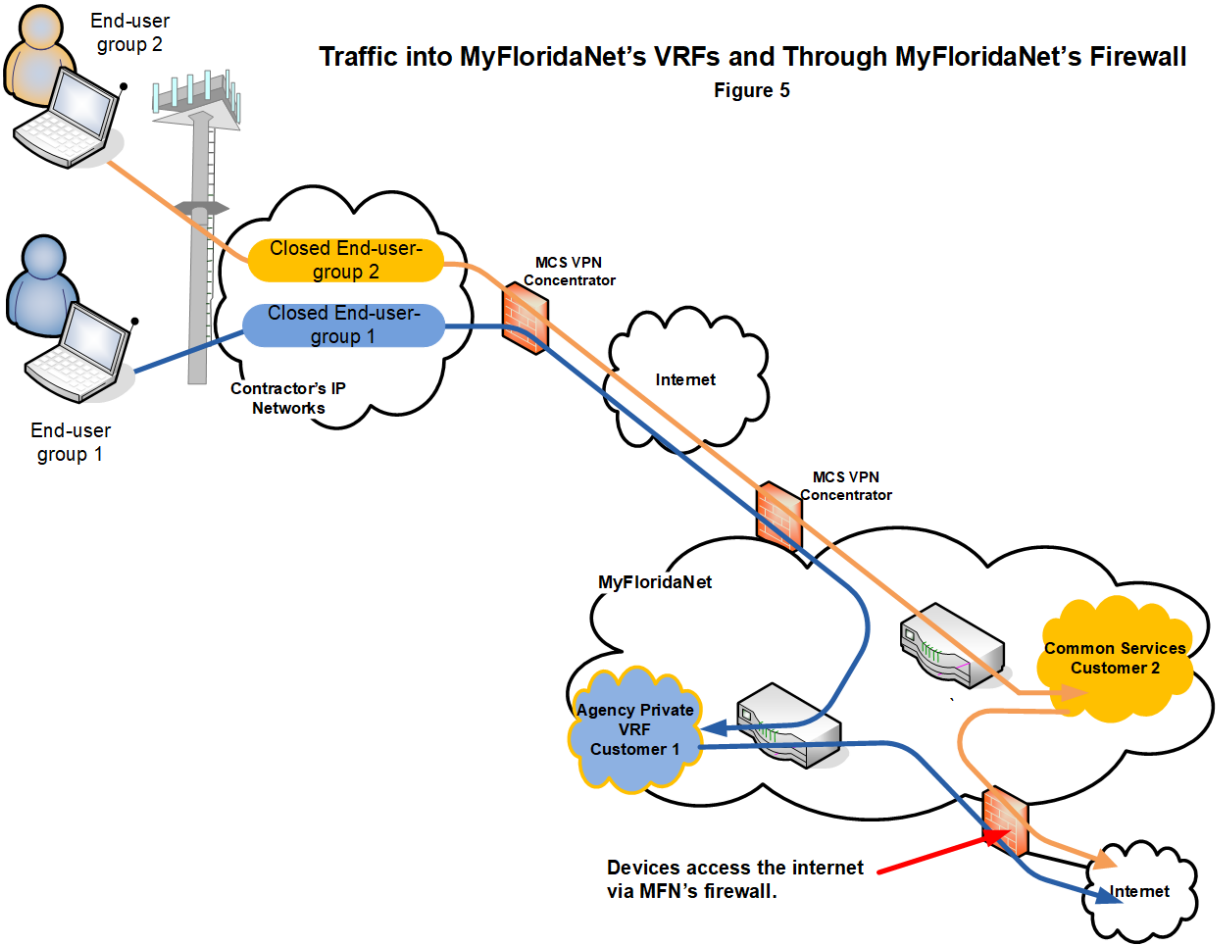
3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

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.



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

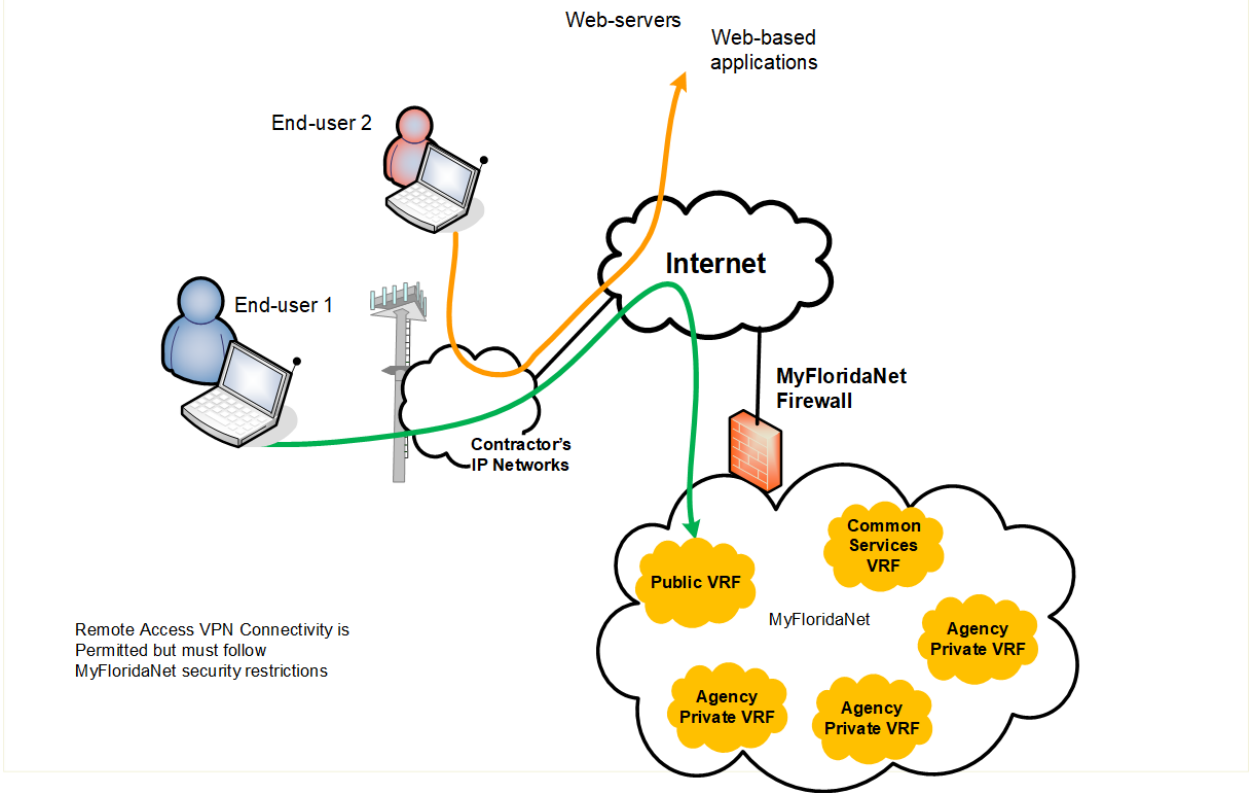
This subsection is applicable to only Wireless Data Services.

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 much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

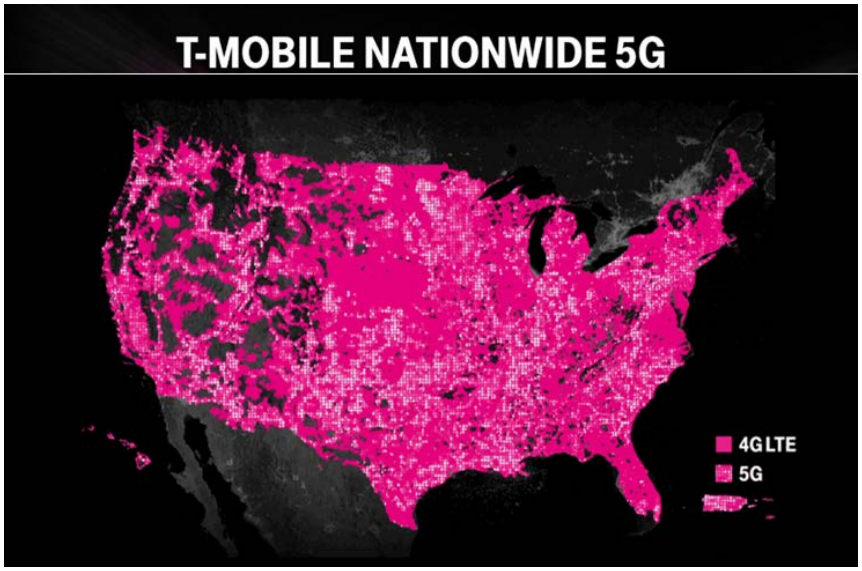
1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area 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]

Your path to 5G is clear with T-Mobile—5G access is included in your plans at no additional cost. We already cover over 260 million people and more than 11,000 cities with our 5G-dedicated 600 MHz network. We are adding mid and high band 5G, and with assets from Sprint coming online, we will offer unrivalled service with a layered low/mid/high band network. As more 5G devices come to market ~~(Apple expects to have a 5G phone this year)~~, we will work to migrate you to compatible devices as applications and needs evolve.

Now connecting 99% of Americans

You have a job to do. You don't have time to worry about your connectivity. We built a network with amazing coverage so you can stay focused on carrying out the functions of your organization. Our 4G network already covers 99% of Americans. And as 5G evolves, it will deliver faster download speeds, real-time responses, and enhanced connectivity, giving you the potential to experience new, innovative technologies. 5G is a transformative network technology that will help you like never before.



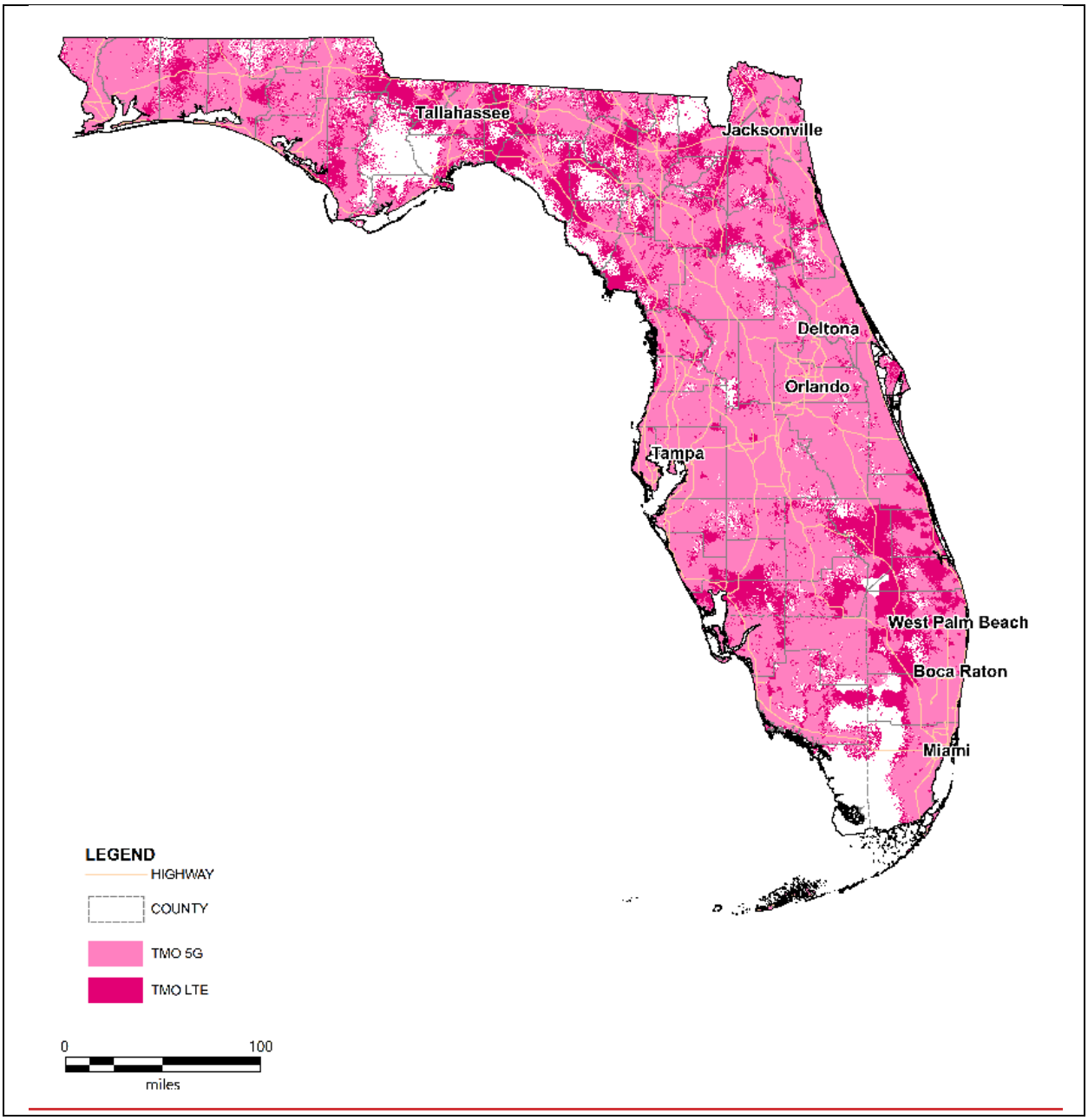
Map includes 600Mhz coverage; capable device required.

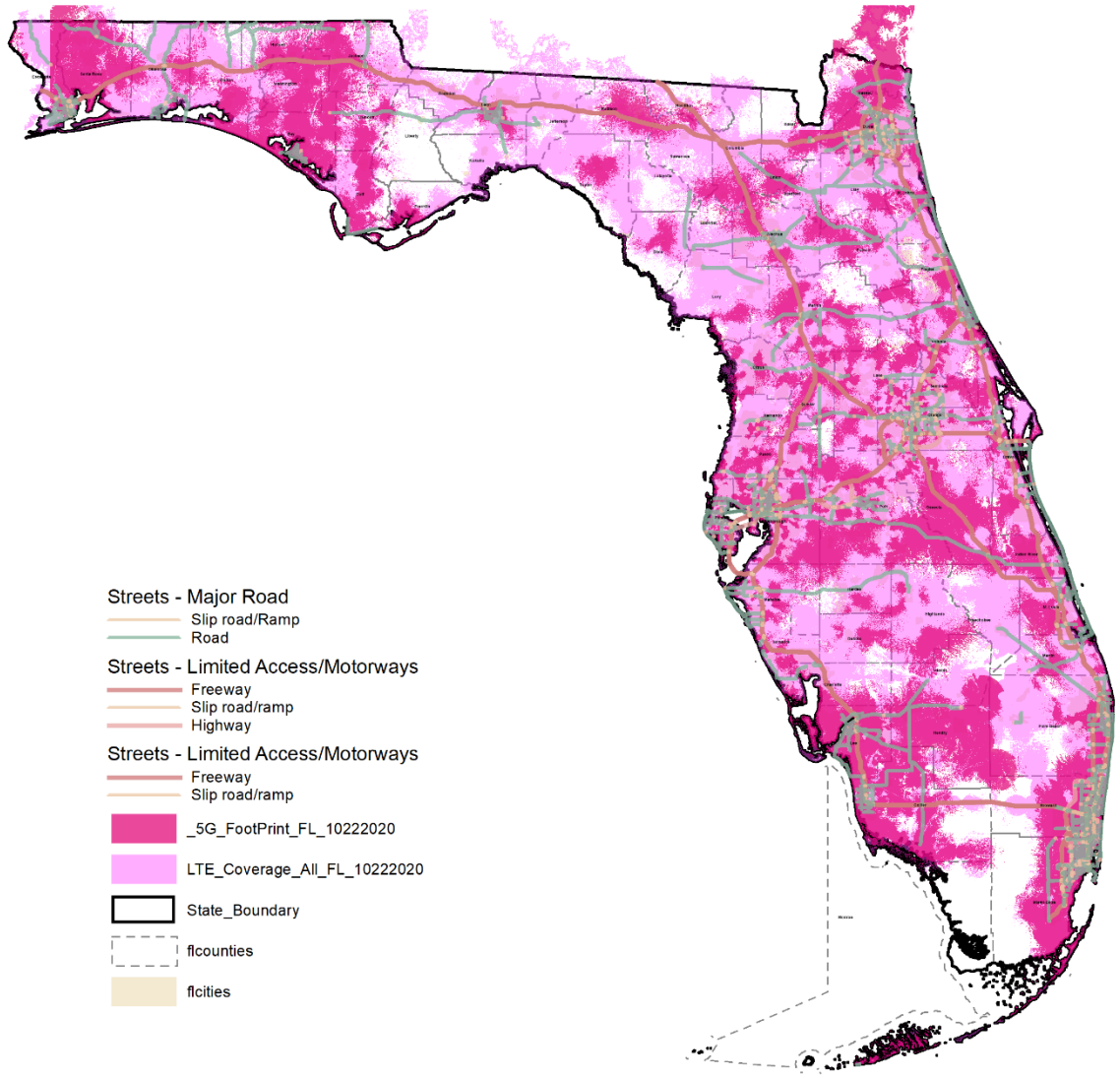
5G device required for 5G access, coverage not available in some areas. Some uses may require certain plan or feature.

T-Mobile Covers the State of Florida

T-Mobile regularly measures the performance, coverage, and speed of our networks in an effort to ensure our coverage maps are accurate and up to date. Your Account Team can provide you with updated coverage information as needed. You can also find personalized coverage information on our website.

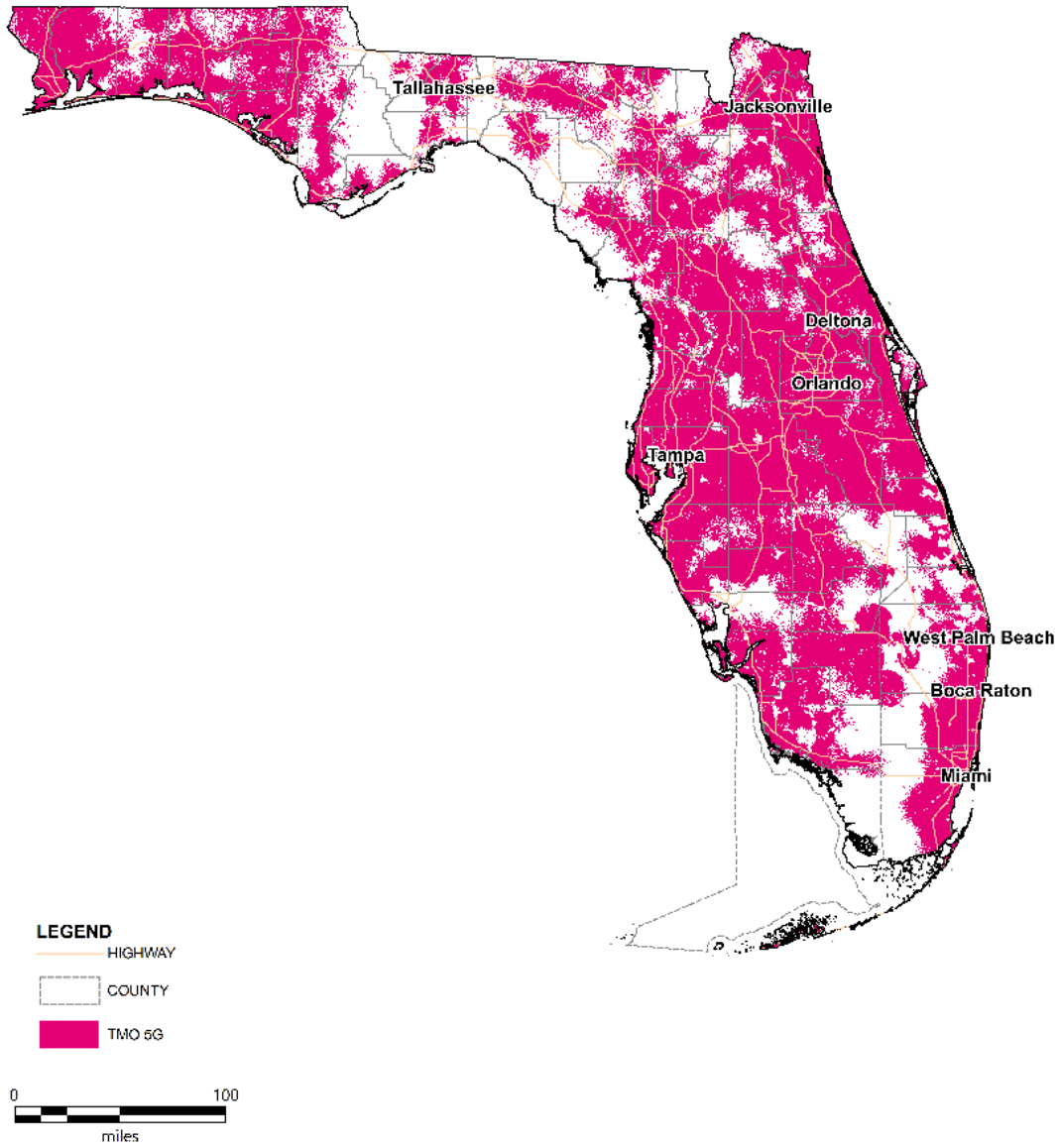
The following maps illustrate coverage for the State of Florida.


Tallahassee
Jacksonville
Deltona
Orlando
Tampa
West Palm Beach
Boca Raton
Miami
LEGEND
HIGHWAY
COUNTY
TMO 5G
TMO LTE
0
100
miles

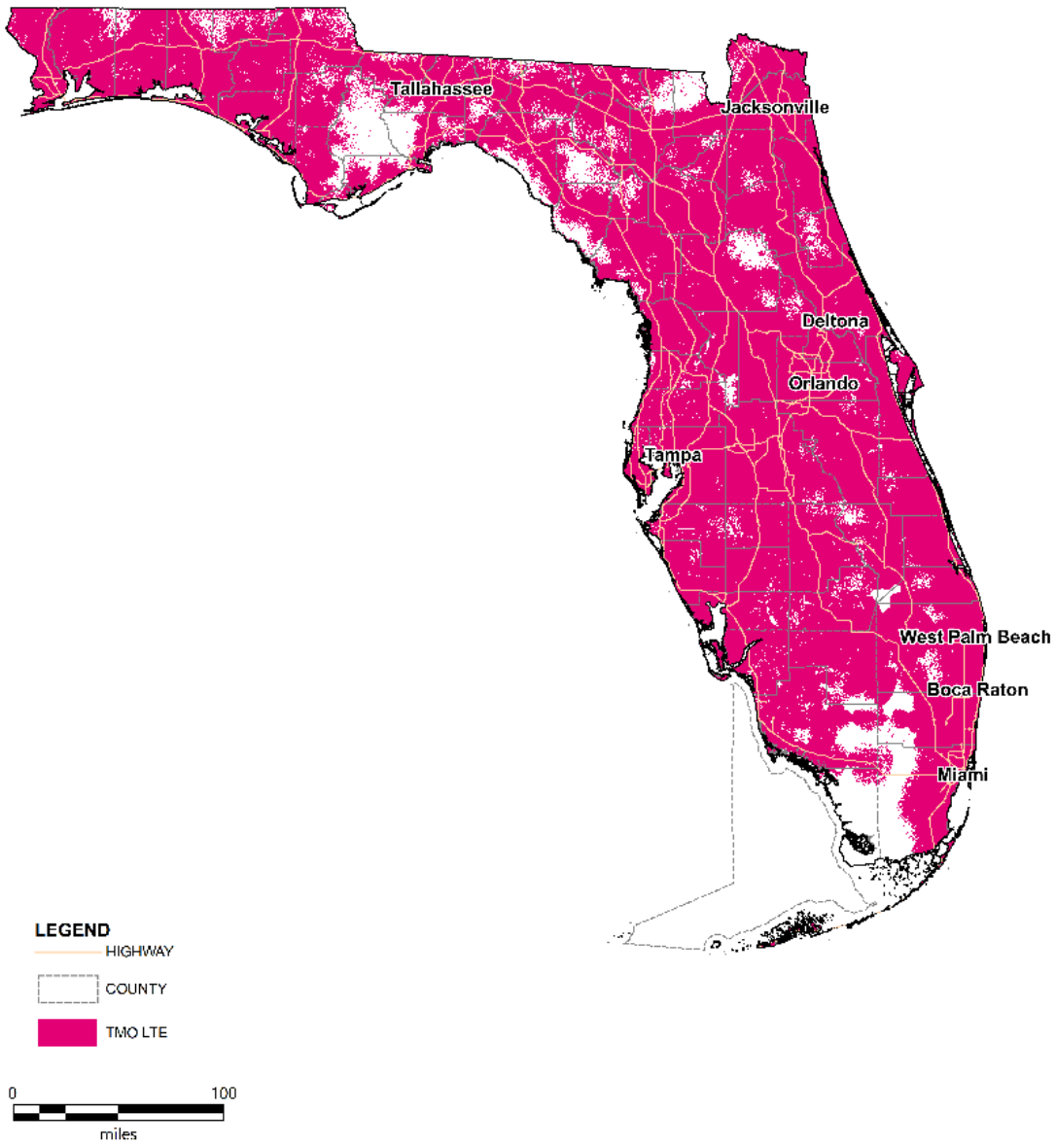


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations. ~~Please see our coverage maps at www.T-Mobile.com for details.~~

Current 5G Coverage



Current 4G LTE Coverage

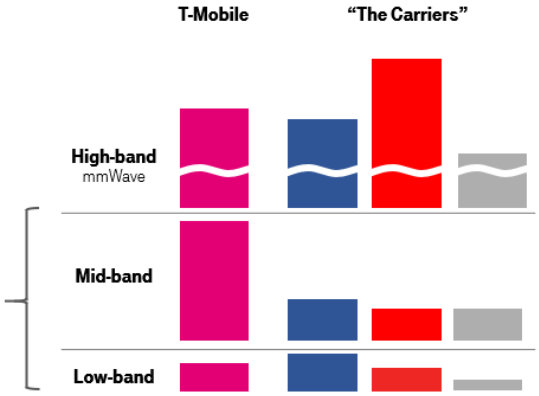


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

We have world-class spectrum holdings across all three bands

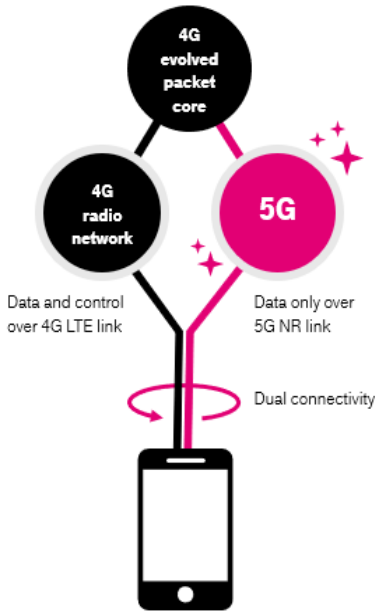
Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.



The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

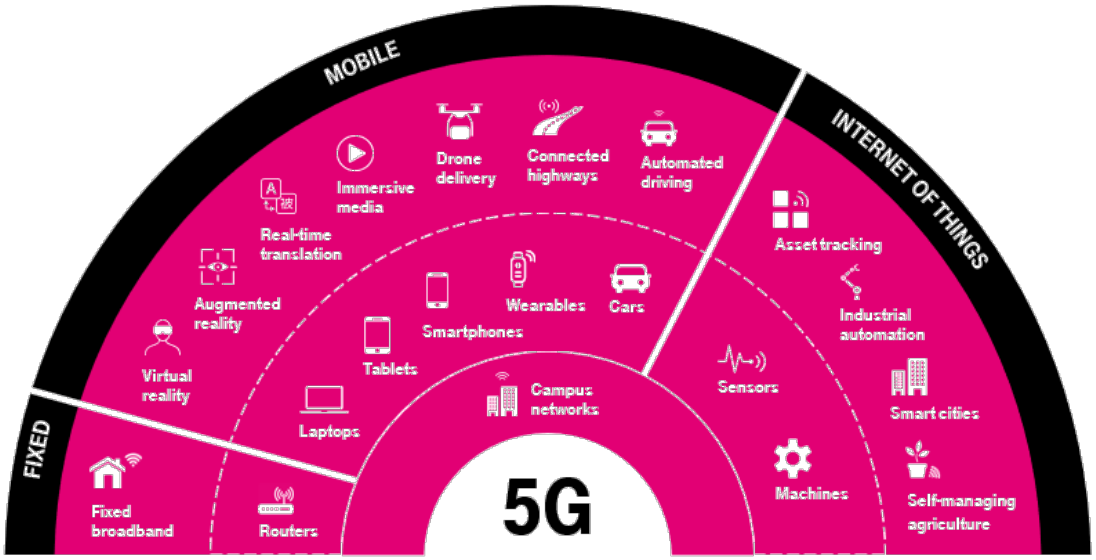
~~Please click HERE for additional coverage information.~~

The 5G Future

The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies.

A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes

99% with 5G
We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans

Massive capacity
Over the next six years our capacity will increase 14x over what we have today

15x faster
Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today

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

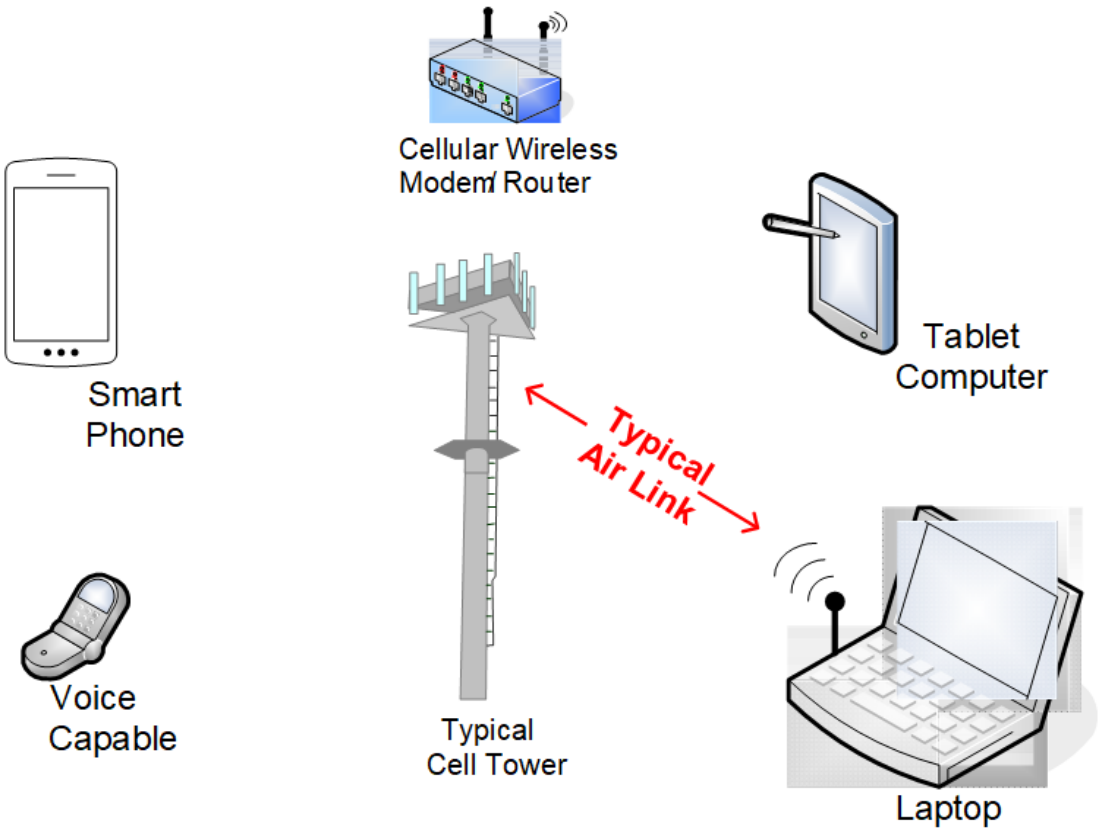
This subsection is applicable to both WVS and WDS.

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.

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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, 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.

T-Mobile implements appropriate levels of traffic and data encryption relative to the classification of the data being protected, and has a stringent process to review new, existing, outdated, and compromised encryption methodologies.

Encryption policies have specific guidelines for the type of keys, algorithms, and codebooks used for data security. Each of these comes with details on what must be used, and the cybersecurity teams retain subject matter experts in this space to offer implementation guidance as necessary.

T-Mobile continually examines security risks looking for vulnerabilities and proactively looks for solutions to combat attacks.

T-Mobile utilizes network segments to "tier" applications in data. T-Mobile has segments for general access, PCI access, and sensitive data access. These environments are governed by specific access requirements separate from each other and are managed by firewalls segmenting in each area.

T-Mobile will provide DMS a generalized description and/or attestations of our security procedures upon request.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate

devices are built according to a standard security configuration.

- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction into the production networks.
- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

T-Mobile has various preventative and detective processes related to fraud at different points during the customer journey, including ongoing monitoring of T-Mobile's customer base for fraudulent activity and robust fraud performance reporting and analysis. This work is led by T-Mobile's Fraud Management department in conjunction with other T-Mobile departments such as Corporate Investigations and Credit Risk. In addition, T-Mobile has security controls in place to protect its customers, systems, and network from fraud. Each instance of suspected fraud is reviewed by internal systems or teams for confirmation. In the event suspected fraud is confirmed, T-Mobile will treat the account and/or transaction as appropriate for the type of fraud identified, up to chargebacks, terminating service, adding an individual to a negative file, or performing a criminal investigation in partnership with law enforcement. ~~T-Mobile does not communicate instances of suspected fraud to its customers and will only notify affected individuals in specific instances.~~

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]

T-Mobile uses industry standard practices to maximize network availability, and we recognize that even mission critical networks will have a finite (non-zero) risk of outage. We take network reliability seriously, and have used state-of-the-art simulation tools like BlockSim to inform key decisions and investments.

We have end-to-end practices that build reliability throughout our entire network, for example:

- Multiple radios/antennas/frequency bands at each cell site
- Battery backup at cell sites, and generators at select mission-critical sites (subject to compliance with local laws)
- Multiple mobile switching offices (MSOs) in geographic regions, (e.g., three in the state of Florida)
- Redundant resource pools shared across MSOs (e.g., six regional pools nationwide for traffic gateways)
- Dual entrance facilities (i.e., multiple physical paths) for diverse transport in/out of MSOs
- Hardening requirements of MSOs varies by geography, but include power resiliency through the use of both battery and generator backup.

~~If chosen by DMS as the trusted delivery partner, o~~Our network technology engineering and operations teams will work in good faith to provide the appropriate level of detail required for DMS contract oversight.

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]

The T-Mobile Project Manager will be responsible to collect and present the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe.

T-Mobile can provide each of the listed reports with ~~the exception of~~ the following clarification:

~~b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1). There is no single point of entry for escalations or tool to capture and report on each contact. Therefore, T-Mobile will not be able to produce a comprehensive report on escalation activity. T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3).~~

~~e. Notifications, SLA-B7, B8, B9 (Subsection 3.19.4). Contractor is requesting additional negotiations on outage notifications including but not limited to how far in advance the notifications are sent, how the notifications are received and content of notifications.~~

~~i~~h. Incumbent Contractor Weekly Migration Report, ~~SLA-D14~~SLA-D7 (Subsection 3.26.5)

Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Incumbent Contractor Weekly Migration Report.

~~j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5).~~

~~Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Non-incumbent Contractor Weekly Migration Report.~~

~~k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4). T-Mobile is unable to report by customer type (general user vs. public safety user).~~

In regard to part 2 of this requirement, T-Mobile can provide the State with the required information with the following clarifications:

- 2 c ~~– An inventory of devices is available through self-serve reporting functionality in the portal. Please note, the portal will display and report user device information, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current. T-Mobile will not be able to provide information or details that are not available~~ Contractor will indicate “SIM Only” (or similar language) on the inventory of devices report for BYOD devices.
- 2 f ~~– Ad hoc reports need to be mutually agreed upon and may require additional time to prepare.~~ The State will have some ability to generate ad hoc reports through self-serve reporting functionality of the T-Mobile portal.

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]

T-Mobile will deliver the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe, with the following clarification:

~~T-Mobile is unable to provide 1. Monthly Escalation Activity Report because there is no single point of entry for escalations or tool to capture and report on each contact T-Mobile will not be able to produce a comprehensive report on escalation activity.~~ T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in 3. Escalation Procedure and Escalation Procedure Updates.

Notifications

~~T-Mobile is prepared to provide the State with proactive service impacting planned and emergency maintenance notifications. The notifications will contain pertinent information regarding the maintenance before the maintenance begins.~~

~~T-Mobile is prepared to provide electronic notification promptly after beginning of significant service impact. The notifications will contain information identifying the geography and services affected. Updates will be provided throughout the event and upon resolution.~~

~~T-Mobile would like to further discuss how far in advance the notification are sent, how the notifications are received, and content of notifications.~~

T-Mobile will provide electronic notifications in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area.

T-Mobile will provide electronic notifications for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications will include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. Changes to the estimated duration may also be sent (if available).

T-Mobile Customer Support

T-Mobile Customer Support will provide the State with a personalized, seamless experience that makes it easy to do business with us. Our team of experts will help you with all your wireless needs, from answering questions about your bill to partnering together to find new ways to help make your business more productive and efficient.

A few examples of what a Dedicated Expert can do for your business:

Account Support

- Plan + feature changes
- Phone number maintenance
- Billing + service questions
- Warranty Replacement
- Credit Card Payments
- Voicemail Assistance and Password Resets
- Lost/Stolen Device Suspension
- SIM Card Swaps

Account Reports + Summaries

- Rate plan analysis and optimization
- One-page bill summary
- Breakdown of phone numbers, charges, and order information
- Usage information

Troubleshooting

- Basic voice and data issues
- Connect with our award-winning customer support at 1-800-937-8997 or BusinessCare@T-MobileSupport.com.

Your Care team consists of, and is backed by, highly trained experts who work together with your Account Team, so we've always got you covered.

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]

The T-Mobile portal provides the State with a wide range of functions including an online shopping cart, purchase order management, account maintenance, and robust usage and billing reporting. All online shopping and reporting features reflect current and applicable contract terminology and pricing. Here are several specific features that are available:

Procurement Specialties

- Repeat Orders
- Bulk Orders
- Complete Porting, including Data Selection
- Rate Plan Chooser
- Rate and Feature Code Selector
- Department/Sub-Account Creation
- Account Chooser (for managing multiple accounts)
- Extra Data Field for Reporting (Contract#, Task Order#, Accounting Codes, Employee ID, etc.)
- Equipment ~~P~~payment methods: Bill-to-BAN, PO, Credit Card

Activation Specialties

- Purchase Order Funding Document Review, Prior to Order Fulfillment
- Customized Order Email Generator/Notification
- Upgrade and New Specialized Email Instructions
- SWAP Automation via Emails
- Specialized Device Activation Instructions
- Flip Flops, SIM Activation/Deactivation
- Seasonal Plan Automation function (automate scheduling on/off)
- Feature Additions
- Upgrades
- Replacements

Self-Service Management

- Audit Trails
- Account History
- Complete Reporting Engine
- Moves Adds Changes Deactivations (“MACD”)
- Change Features
- Change User Names
- Change Data Fields
- Account-to-Account Transfers
- Department-to-Department Transfers
- International Add-On and Blocking
- Identification of Anomalies
- Identification of Overages
- Access and Feature Control by Individual
- Call Detail (request BAN-level call detail records)
- Device Password Changes
- Lost/Stolen Device Management
- Billing Account Address Changes
- Device Pricing Optimization
- System Access and Information
- Hierarchy Management

Reporting and Device Pricing Optimization

Our Government Order and Reporting Portal provides a host of robust “Billing Reports” to help meet the complex contract reporting requirement of state and local governments.

One example is “Exceptions-Based” reporting, which can track zero data usage. The online reporting feature can provide analysis organized by account level, department level, or unit level. The purchase order management and reporting system translates T-Mobile pricing and carrier terminology into contract definitions in compliance with contract reporting guidelines.

Other reporting includes:

- Electronic Invoice Emulation
- Custom Invoice PDF – Will look just like the T-Mobile invoice but will allow you to download it with the custom fields you need as well as user-defined fields.
- Payment History
- Device Charges and Usage by Sub-Account

- Rate Plan Charges and Usage by User
- Extensive Usage Reporting (minutes, text, etc.)
- International Cost and Usage Reporting
- Exception Reporting for Zero Usage on Phones and Data Cards
- Reporting for Directory Assistance
- Exception Reporting for Text Messaging Outside of Contract Rate Plan Allotments
- Charts/Optimization Dashboard
- Account Billing Summary Report (ABSR)
- Unbilled Usage

Please note, the portal will display user device, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current.

Whitepapers and diagrams are currently not supported in our portal.

There are no limits on the number of administrators the State may have in the portal.

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]

T-Mobile offers a wide range of voice and mobile internet solutions, including a comprehensive smartphone and tablet portfolio, right-fit rate plans, and flexible services.

We use over-the-air (OTA) updates to install firmware, deploy new operating systems and initialize devices for use on our network.

T-Mobile is regarded as among the most demanding carriers in the industry about device certification. The certification requirements are confidential but are designed to ensure that

only devices with the best voice quality, hardware reliability and easiest user interface are brought to market.

We have an extensive terminal testing, evaluation and certification program. It substantially augments existing PCS Type Certification Review Board (PTCRB) processes – a third party testing system administered by the Cellular Telephone Industry Association (CTIA). This is to help maintain the highest possible standards for reliability and ease of use. Testing, evaluation and certification policies/programs may be changed at our discretion. ~~For more information on PTCRB testing, visit: http://www.ptcrb.com.~~

T-Mobile will ship in-stock devices (including replacement devices) activated, registered, and ready-for-use. If a device is out-of-stock the Customer will receive an email confirmation stating timeframe back ordered devices will ship.

Portal transactions will be processed ~~within 2 business days~~ in accordance with this SOW subsection.

Standard shipping is available at no cost, expedi~~a~~ted shipping is available upon request and may include a separate shipping fee.

Freight-damaged or defective items will be credited or replaced within two (2) Business Days after notification by the Customer under most circumstances, barring any device availability issues. Replacement devices can be expedited, a separate shipping fee may apply.

The State will deal directly with T-Mobile on freight-damaged or defective items. T-Mobile will provide a pre-paid UPS return label for customer to return devices within 30 days of receipt.

T-Mobile for business does not charge re-stocking fees.

T-Mobile will pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

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]

T-Mobile will fully cooperate with DMS, Customers and other contractors providing telecommunications services to the State by sharing appropriate information and responding to inquiries to support the State wireless users and support teams.

T-Mobile understands and is committed to the team of SUNCOM service providers – focused on meeting the State's wireless goals and reducing pain points that could interfere or impede the performance of work by any other Contractor or Customers.

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]

T-Mobile acknowledges we understand and will comply with the expectations listed in requirement 3.23.

T-Mobile will provide all reporting activities listed in 3.~~27~~26.5(1)(b) and 3.~~27~~26.5(1)(c).

We will assist as necessary to migrate existing MCS Customers to this Contract. However, please note that migration will 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 vehicle with Contractor.

T-Mobile does not charge for our migration services.

There is no charge for service activations and SIM cards.

End-users have the option to maintain their existing cellular device(s) and/or phone number(s) at no charge. Please note the device would need to be both unlocked and compatible with T-Mobile's network. Once that is confirmed, a T-Mobile SIM can be entered into the device so it will connect with our network.

T-Mobile will work with the State agencies to complete the migration in one-hundred and twenty (120) calendar days. With respect to the OEUs, ~~T-Mobile will work to migrate within the 120 days, however, the timeline is dependent on the OEUs agreeing to migrate~~ the migration will be completed within one-hundred and eighty (180) calendar days.

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 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.

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]

T-Mobile acknowledges and is committed to meeting the expectations and deliverables described under 3.26.

The State will benefit from T-Mobile's award-winning customer support from the outset of our partnership. When you switch to T-Mobile, your dedicated project team, led by an Implementation Manager, will create and guide you through a comprehensive implementation roadmap that ensures your transition to T-Mobile is seamless and easy.

Our commitment is to deliver a best-in-class migration experience. In doing so, we will collaborate to build a comprehensive migration plan that meets your organization's needs. Moreover, we will deliver the right solutions for your business, on-time, and in a manner that allows your organization to stay focused on the things that matter – productivity, efficiency and being connected.

Smooth transition and industry-leading support is what we're known for

At the center of your T-Mobile Implementation team is an Implementation Manager, who is dedicated to working with you throughout the migration process to ensure that milestones and deadlines are met with no disruption to your daily operations.

Supporting the Implementation Manager is a team of experts composed of Sales Engineers, who provide technical support; Network Engineers who help optimize our coverage; and a dedicated care team that will provide lifecycle support.

The T-Mobile approach to implementation

T-Mobile's approach to implementation is grounded in a consistent and predictable migration process. The dedicated Implementation Manager will follow a detailed roadmap through the initial planning phase until all mobile numbers are successfully ported, devices are distributed, end-users are trained, and satisfaction surveys are distributed.

Stage 1: Plan

The Implementation Manager (IM) will:

- Review the required Statement of Work (SOW) for unique deployment needs
- Review the implementation process which will include details of support being needed (customer and T-Mobile personnel available)
- Schedule deployment days based on number of devices being distributed
- Plan for end user documentation/communication strategy
- Build a plan for kitting, staging, and/or preparing the devices (either on-site or shipped to location) for the scheduled deployment

Kitting the device includes customized labeling by assigning the device to the employee with employee's name, mobile number, SIM & IMEI information or any other information needed (e.g. Department, Budget Code).

The State will work with IM on review of personnel needed for the successful deployment include a greeter (person who can inquire whether employee is picking up or dropping off device, check-in and check-out personnel and device provisionary). Planning meetings will be scheduled to review process during deployment.

Stage 2: Stage

Staging actions:

- Review and approve Implementation Details and Rollout Schedule
- Review and approve End User Communication
- Review previous phase accomplishments or changes needed
- Verify selected rate plans and features
- Set up selected billing option
- Discuss payment method options
- Confirm order details and delivery

- Distribute end user materials as needed
- Review and approve onsite end user training
- Schedule follow-up meetings as per the meeting flow process

Stage 3: Deploy

The deployment process is in place with device drop-off, provisioning, pickup and porting scheduled. The customized check-in process is in place and executed. While the specific needs of the customer may require customization, the process ensures a smooth transition for the end user experience. Deployment actions:

- Review and update, if necessary, Implementation Details and Rollout Schedule from previous phase
- Distribute end user materials as needed with each shipping box and each end user
- Verify delivery of equipment and/or materials
- Review customer feedback and recommendations
- Identify any additional onsite user trainings (if applicable)
- Schedule billing and training for you and your POC
- Schedule follow-up meetings

Reporting will be made available to the customer staff to provide a successful deployment process. Adjustments can be made to the deployment schedule if needed.

Stage 4: Inspect

We offer tools and teams to assist with essential onboarding for the new partnership to T-Mobile. The Implementation Manager will work with the customer to inspect and ensure satisfaction. This includes:

- Introduction to Support Teams: Team of Experts, Dedicated Care, Technical Support, Account Team and various escalation paths.
- Review of account tools (I-Billing, Self-Service Portals, MyT-Mobile)
- Review billing for new devices and services deployed
- Provide best practices for user experience (provide International Support, troubleshooting)
- Work with the customer to design customized reporting based on department/billing codes
- Ensure customer expectations are met; prepare for IM post-deployment customer survey

Stage 5: Transition

After deployment, the Implementation Manager and the assigned project account team members will review the account to verify services are correct, per recommendations at the time of award. We will also review the support tools and teams available, along with any other training needed.

T-Mobile will review the implementation project with the customer to share best practices. Survey feedback loops are made to the customer and reviewed by the T-Mobile team to ensure satisfaction.

Implementation Plan. c. SLA-~~D15~~D6. Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the ~~Non-i~~Incumbent Contractor Weekly Migration Report.

From the initial Project ~~Charter~~Management Plan, thr~~t~~ough the various plans, reports and guides, to project closure, T-Mobile will incorporate the State requirements into our comprehensive implementation philosophy to give the State a best-in-class migration experience.

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
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.

SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	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.

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 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.

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.

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 Council (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.

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.

The 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.

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.

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.

T-Mobile delivers best in class service to Public Safety entities across the U.S. Whether making 10-digit voice calls or processing highly secure information, our public safety customers rely on a network with more capacity than any commercial carrier.

T-Mobile has provided our Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List and device portfolio.

T-Mobile's entire product portfolio is available to utilize with T-Mobile's First Responder and Connecting Heroes rate plans. Currently, T-Mobile does not offer products that conform to the 3GPP standard 33.180.

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

Fortifying Emergency Response plans for our Public Safety customers is paramount at T-Mobile, and a function we have practiced for over 18 years.

T-Mobile's National Emergency Management (NEM) and Emergency Response Team (ERT) work in close collaboration with Local, State, Federal, and Tribal Public Safety entities across the state both as a "utility" responsible for restoring and recovering the T-Mobile network, and as a ESF2 Mission-Assigned support partner with dedicated deployable assets and human resources in support of Public Safety operations.

Preparedness: Long before events arise, ERT personnel are engaged with Local, State, Federal and Critical Infrastructure planners, including, for example, leaders from the Florida Department of Emergency Management, the Federal Emergency Management Agency,

Department of Homeland Security Critical Infrastructure Security Agency (CISA), Department of Defense, and the Federal Communications Commission to develop policies and response frameworks, help shape best practices, coordinate on training and exercises, and improve the overall readiness of the nation. This collaboration promotes the readiness and operational capacities of T-Mobile as well as Local, State, and Federal entities, and other Critical Infrastructure and essential service partners.

Response: During times of crisis, disasters, and emergencies, T-Mobile National Emergency Management personnel who are coordinating recovery seek to remain in lockstep with Emergency Management, Homeland Security, and Public Safety officials. Through our collaboration with the National Communications Coordination Center and through State and Local Emergency Operations Centers, T-Mobile representatives can gather and share information, mitigate environmental and operational concerns, facilitate protective measures, and enhance rapid response and recovery capabilities.

Enhancing First Response: Our EM/ERT provides a full suite of first response capabilities. Uniquely qualified and time tested, our ERT program includes a national cache of handsets, hotspots, charging stations, and WIFI equipment to help address surge demands on Emergency Management and Public Safety operations.

Additionally, our national fleet of deployables, including Satellite Cell on Light Trucks (SatCOLTs), COWs, COLTs, TOWs, Portable Satellite Antenna Systems, microwave systems, and other tactical communications systems provide the necessary and specialized infrastructure to support Government and Enterprise operations. This collaborative approach not only ensures T-Mobile's continuing capabilities to serve, but also helps address restoration of critical resources in the whole.

ERT deployable infrastructure assets are built on a concept of addressing and mitigating the varying issues that pertain to the loss, impairment, or lack of communications including power, backhaul, congestion, and access and take significant consideration into the varying environments in which they must operate. ERT Infrastructure assets are then further developed to be interoperable across a wide array of communications technologies spanning Wireless, Wireline, and Land Mobile Radio systems, and in nearly any environmental setting including urban, rural, and remote, whether necessary for indoor or outdoor applications.

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

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

T-Mobile's Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List are not subject to T-Mobile's fair usage prioritization threshold and therefore are not subjected to deprioritization at any time.

Throttling may occur when a subscriber passes their allotted data usage in a month (data cap) and their speeds start to slow down.

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

T-Mobile's has a highly efficient and experienced Disaster Readiness and Emergency Response process.

T-Mobile's Reliable, Resilient & Redundant Network

Reliable connectivity is a must for our customers. We have spent many years focused on network and operational redundancy along with hardening and improving resiliency on our infrastructure, critical sites, and operations such as Network Operations Centers, Data Centers and Call Centers. Network design plays a critical part in hardening our network. MSO locations are designed to significantly reduce the chance of network failure due to third party fiber damage, equipment failures or other potential causes of service interruptions. We continue to make significant investments in our network's redundancy, resiliency and reliability and maintain an organized and integrated suite of disaster plans & procedures.

Our Network Operations Centers are not only geo-redundant and diverse across the country, but the NOC teams also practice operations rollover on a regular basis. We have geo-redundant teams that conduct not only those daily operations at each site, but also engage in the operational rollovers from center to center.

Our Data Centers are geo-diverse and geo-redundant. They support primary and alternate systems for critical operations, tools, and systems. We have geo-diverse and redundant teams of experts across engineering, facilities, NOCs, IT Teams, Network Support and Data Centers.

Our Cell Site and Switch Disaster Planning

Cell sites are generally equipped to accommodate back-up power sources as needed (e.g., batteries, fixed generators, portable generator connectors). We've also implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at switch locations. Communications from T-Mobile cell sites are backhauled with various combinations of Ethernet, copper, fiber, and microwave systems. T-Mobile's radio network provides significant overlapping coverage areas, which often allow cell sites to compensate for a neighboring cell site fully or partially.

Site recovery plans have been developed for major switch locations, prioritizing available options for relocation, to help ensure agility when faced with disaster recovery issues. Mobile Switching Centers have permanent, on-site emergency backup power for use in the event of a momentary or extended power failure. They are protected by FM 200 or Pre-action Dry Fire Systems. They are also equipped with spare equipment inventory for all critical network elements.

IP Backbone Failover and Recovery

T-Mobile's IP network utilizes multiple logical adjacencies over physically diverse paths. Essentially, there are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber physically diverse from other fiber paths. The IP Backbone is regularly reviewed and augmented for capacity needs and can reroute traffic based upon dynamic routing protocols. Thanks to the high level of diversity and fast convergence of the network most fiber outages and router failures will go completely unnoticed by our customers.

Additionally, in the event of a temporary outage of one or many network links, we can manage all customer routing requirements effectively. The IP backbone utilizes technology to take advantage of potential fiber paths during a disruption. The capacity available in the backbone helps ensure congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages.

IP backbone network routers have at least two physical connections, redundant processors, and redundant power supplies (such as batteries and diesel generators) at all sites. Equipment is installed in secure T-Mobile facilities that are built to withstand natural disasters.

Response Operations

T-Mobile has multiple strategies in place for Emergency Management and Rapid Response to quickly address and respond to all types and sizes of events and to support our customers across the globe. We understand the importance of reliable communications and always-on connectivity. We have a long history of moving quickly and efficiently in emergency situations to ensure our customers can stay connected when they need it the most.

When our Network team receives notification of an actual or potential situation that requires activation (hurricane, earthquake, regional power outage, other event where business as usual would not resolve the situation), a virtual Emergency Operations Center (EOC) is established to oversee and manage the company's response to an event from the beginning to end. This EOC performs an initial overall assessment, establishes monitoring bridge(s), coordinates between agencies impacted by the event, assigns tasks, gathers status information, and performs executive notifications at prescribed times.

We maintain an organized and integrated suite of disaster plans & procedures. Network teams leverage tools such as hardened GPS-enabled phones, wireless modems, custom applications, IoT solutions and smart phones to aid in situation assessment, response, and resource tracking. These multilayered investments are designed to deliver best in class service continuity.

When disaster strikes in one area of the country and there is a need for additional on-the-ground support, we have an *Emergency Volunteer Team* comprised of T-Mobile employees across the US who personally volunteer to go into disaster impacted areas to help keep our customers connected.

Rapid Response Vehicles

Our rapid response fleet of vehicles is pre-staged across our operational areas to enable rapid response and includes COLTs, COWs, Generators, Mobile Command Centers, snowmobiles & customized communication Jeeps, to help provide satellite service in the worst conditions. Our Jeeps can deploy within minutes and operate in some of the toughest terrains to support our customers when they need us most. We will never stop working to make our network the best for our customers.

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.

T-Mobile Government Dedicated Experts (DEs) are assigned to each Government Account Executive (GAEs) and support all customers in the GAEs' base (the State of Florida account). Government DEs are available Monday – Friday during regular business hours with the following support available 24x7:

- Inbound Team of Experts – 24 x 7 Support – This team provides support outside of DEs hours of operation and can provide support related to their T-Mobile account, coverage or devices. 1-844-361-1310.
- T-Mobile for Business Care – 24 x 7 Support – This team provides support for end users. End Users will be provided with limited account support including troubleshooting, the ability to suspend a lost/stolen device, and general information on International plans, coverage and usage. 1-800-375-1126.

T-Mobile will provide a list of the DE's available to the State, including contact information and hours of availability.

T-Mobile Emergency Response Team is available to provide 24x7 support. This national team is dedicated to supporting government first and public safety operations, ERT adjudicates and coordinates communications resources dedicated to supporting government first response and public safety operations. This team can be reached via:

- Toll Free: 888-639-0020
- GETS: 254-295-0020
- Email: ertrequests@t-mobile.com

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

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network

resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

As described above, the T-Mobile Emergency Response Team is available to provide 24x7 support during 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.

The State should follow the same path for Customer and End-user issues as outlined above. T-Mobile will work with the State to provide a full hierarchy contact list for each escalation path required. For example, if the State has a billing escalation for Public Safety, the appropriate point of contact would be different than an escalation regarding the need for deployable technologies during an emergency.

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.

As noted above, the State will have access to a Dedicated Expert (DE) who is available Monday – Friday, during regular business hours as well as our Inbound Team of Experts and T-Mobile for Business Care teams that provide 24 x 7 support.

T-Mobile will work with the State to develop the training to best fit your objective. Training options can include on-site demos, instructional videos, webinars or "train the trainer" sessions.

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.

The following table identifies eligibility:

Connecting Heroes Rate Plan Eligibility		
NAIC	**Description**	**Status**
621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities. Tribal	Heroes eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
	Government Public Safety Answering Points / Emergency (911) Call Dispatching	Heroes eligible
	Active Sworn Law Enforcement officers employed in Public Education	Heroes eligible
First Responder Plan Eligibility		
NAIC	**Description**	**Status**

621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
	Government Public Safety Answering Points/Emergency (911) Call Dispatching	First Responder eligible
	Active Sworn Law Enforcement Officers employed in Public Education	First Responder eligible
	Offices of Emergency Management	First Responder eligible
	Courts	First Responder eligible
	Other Justice, Public Order, and Safety Activities at T-Mobile discretion	First Responder eligible
	Legal Counsel and Prosecution	First Responder eligible
	Correctional Institutions	First Responder eligible
	Parole Offices and Probation Offices	First Responder eligible
	Transit Agencies	First Responder eligible
	Ports/Airports Police	First Responder eligible
	Park Police/Park Rangers	First Responder eligible
	Department of Corrections	First Responder eligible
	State Departments of Natural Resources/Conservation	First Responder eligible
	Housing Authorities	First Responder eligible
	Public Works	First Responder eligible

First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910]. Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120, Fire Protection

922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command
- Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff
- Police, or fire field command
- Police or fire dispatch
- 911 call centers

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:

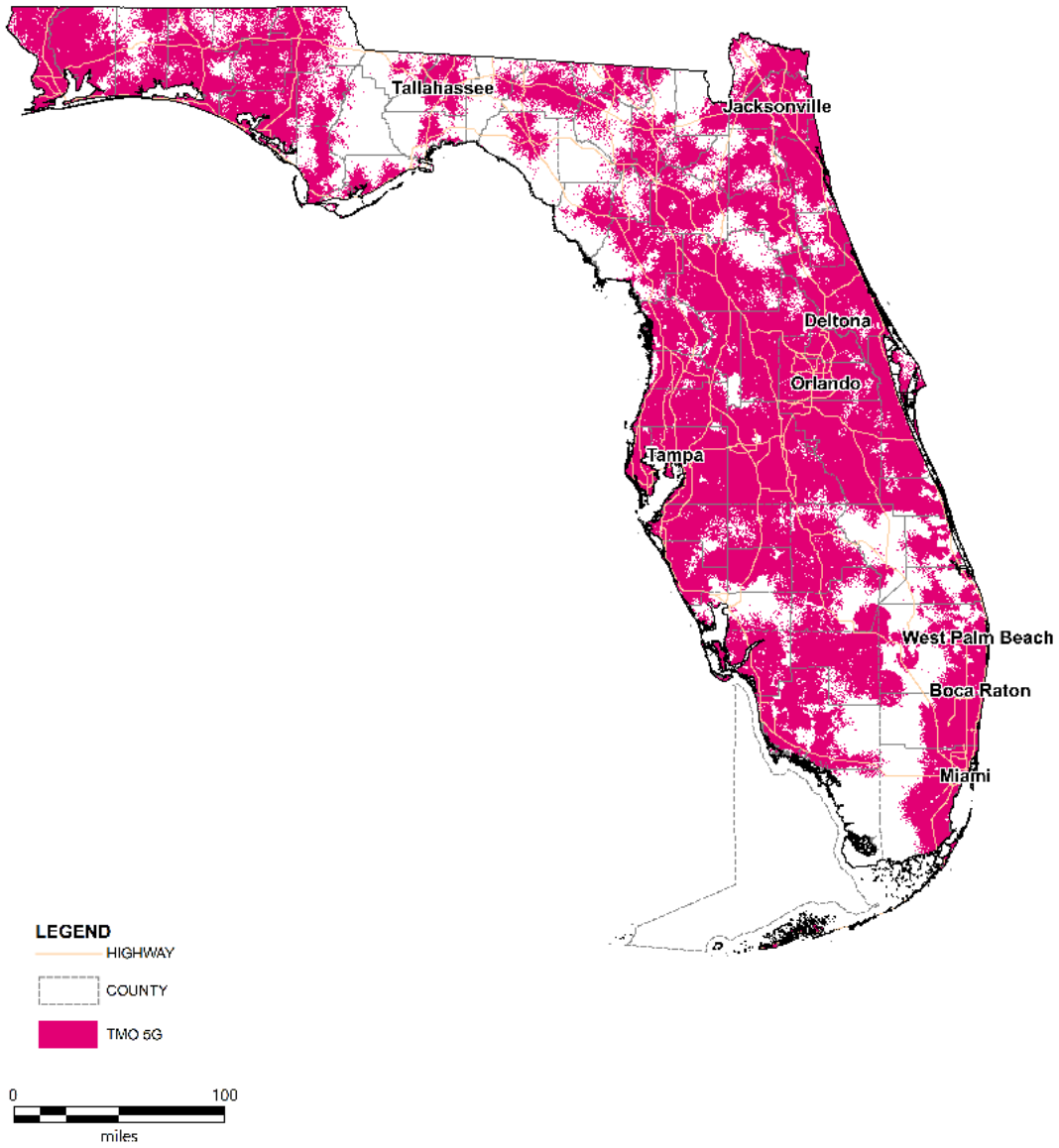
a. Detailed coverage maps

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).

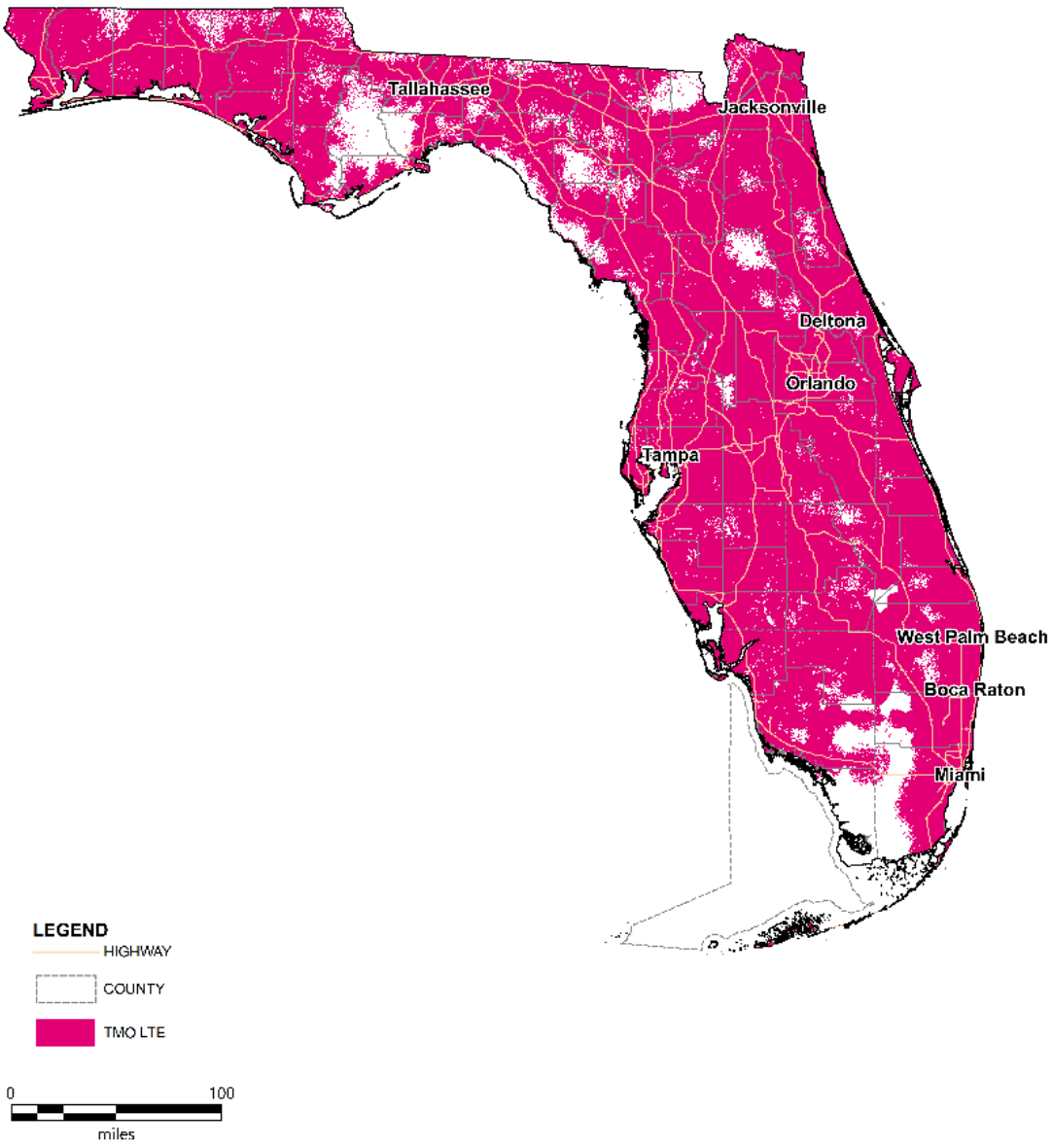
The following maps illustrate T-Mobile coverage for 4G / 5G, GSM and 2G.

See following pages for each map.

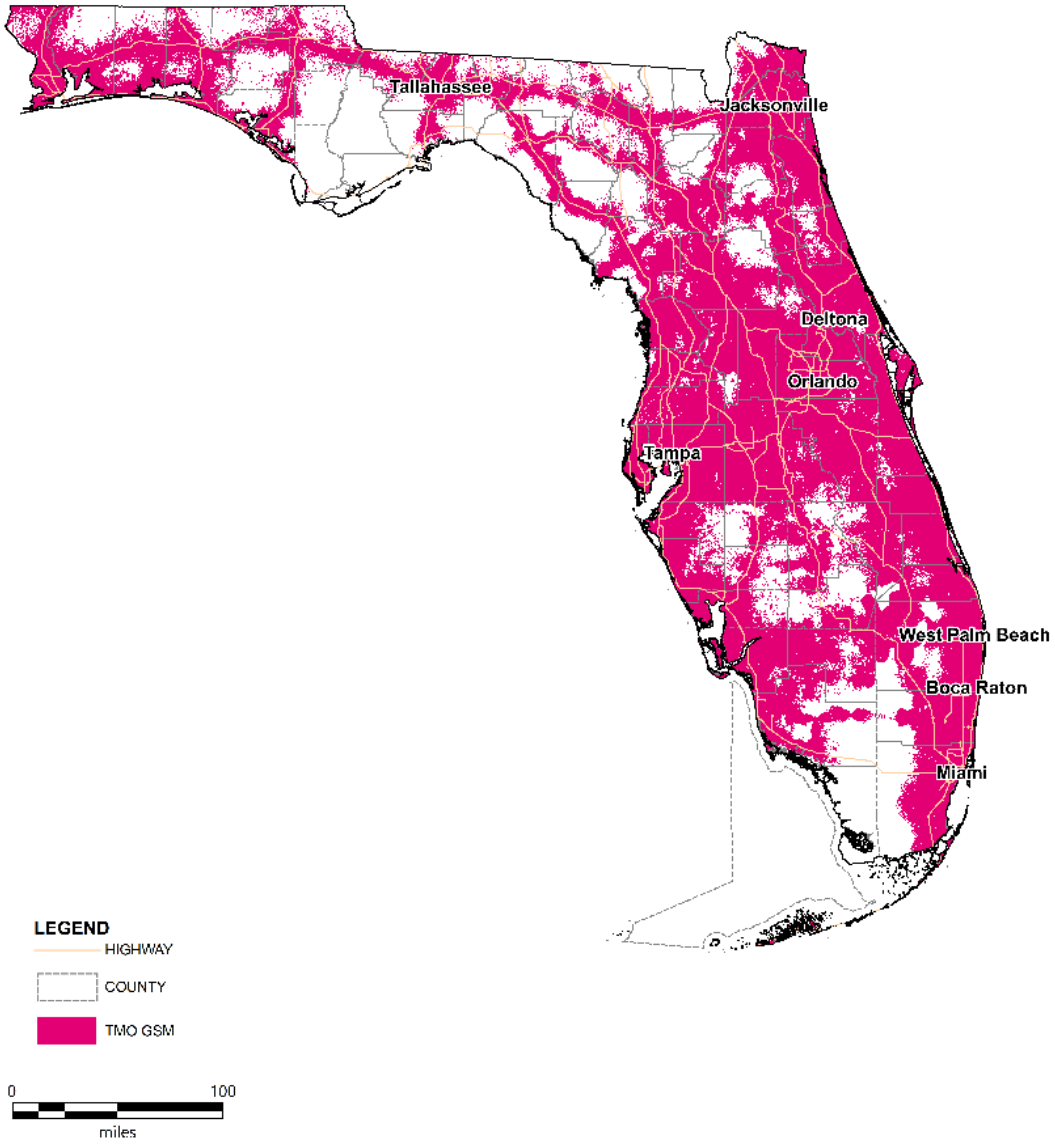
Current 5G Coverage



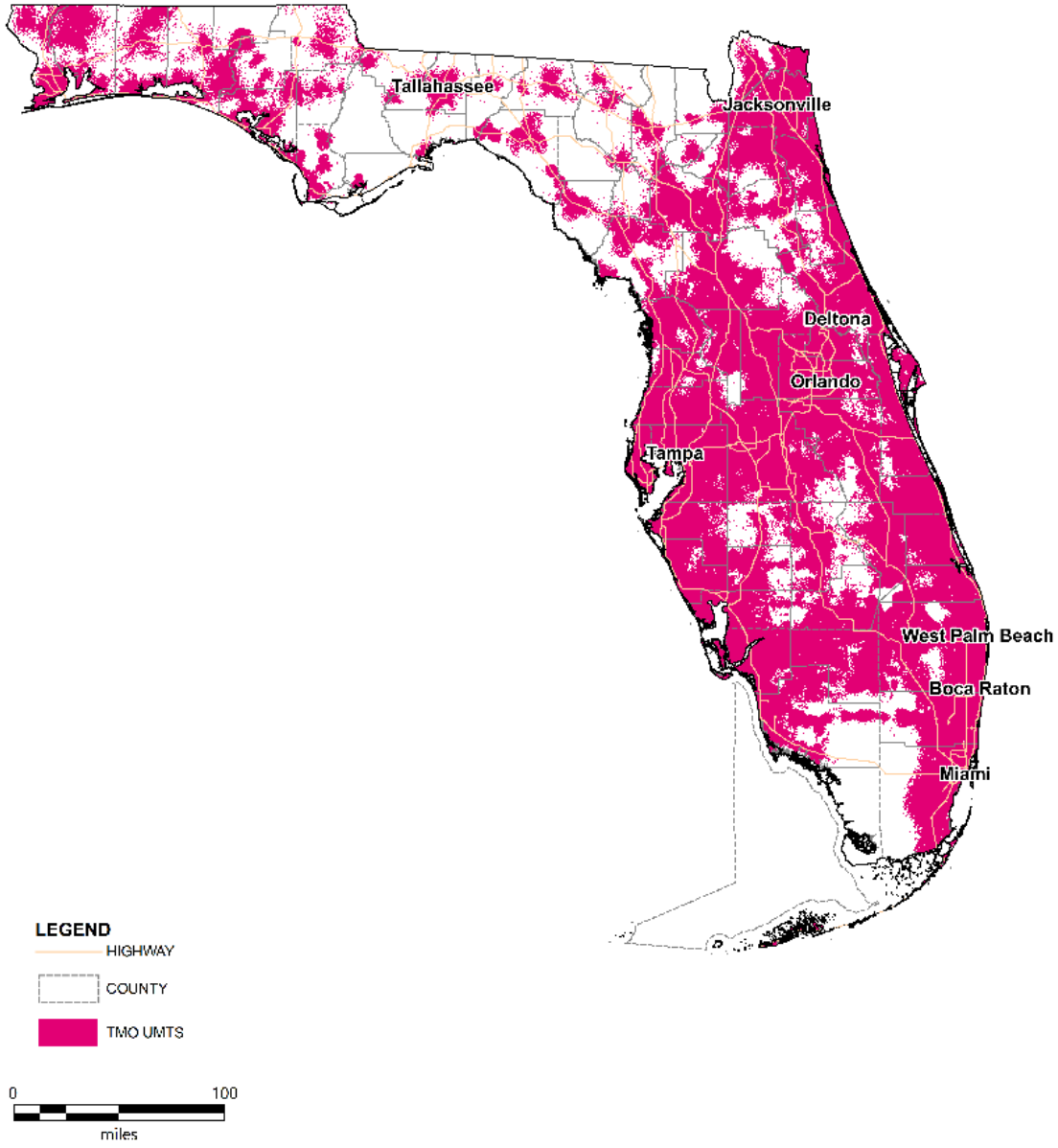
Current 4G LTE Coverage



Current GSM Coverage



Current 3G (UMTS) Coverage



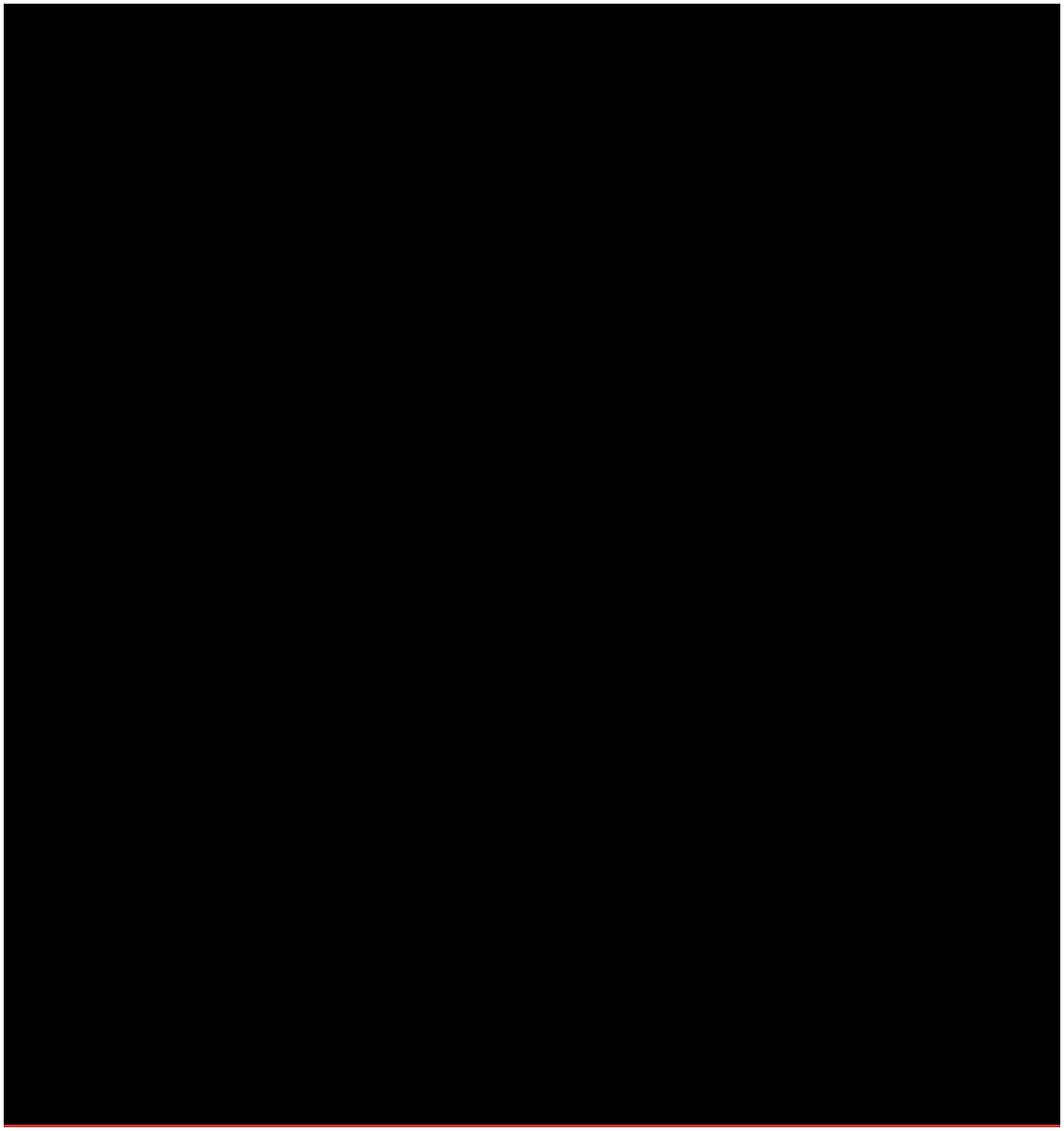
Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

The following maps illustrate the anticipated EOY21 coverage for 4G LTE and 5G.

REDACTED

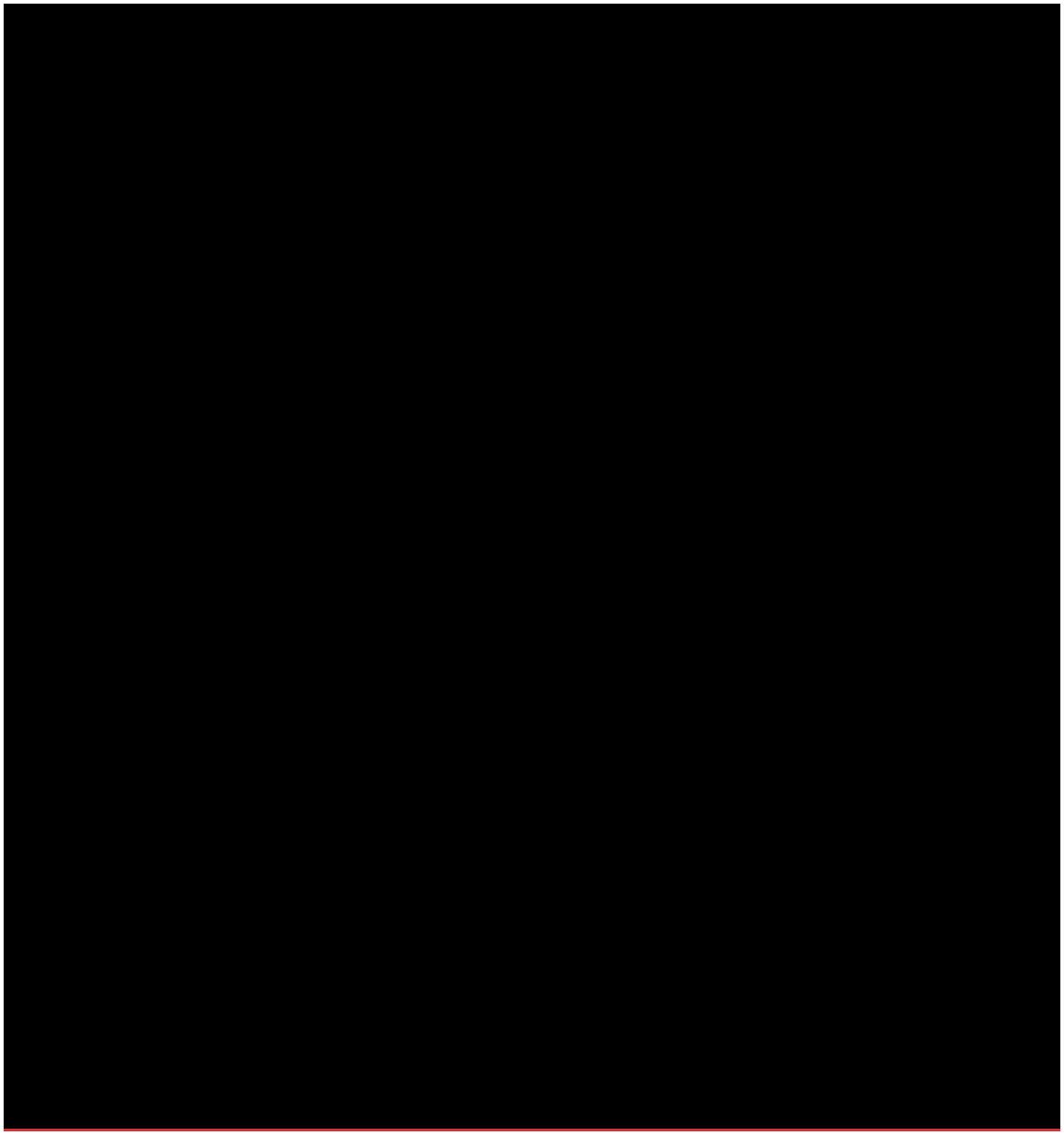
Begin Confidential / Trade Secret Information.

EOY21 4G LTE Coverage



REDACTED

EOY21 5G Coverage



End Confidential / Trade Secret Information.

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.

Please refer to the coverage maps above. At this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. Currently, our Push-to-Talk (PTT) offering would be fully available in the same coverage area identified.

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 this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. T-Mobile currently offers PTT service, and we are invested in furthering our available PTT offerings in the future on the T-Mobile network.

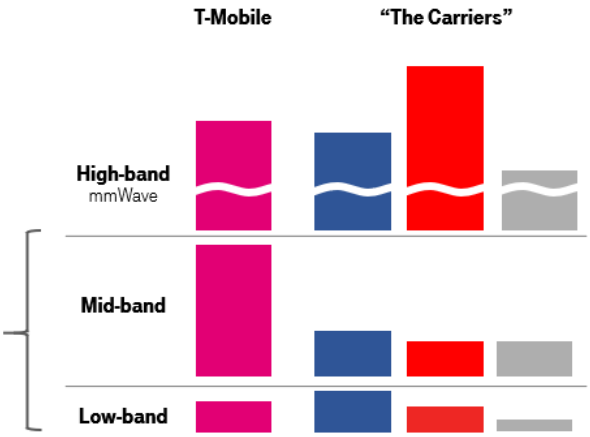
Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety 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."

T-Mobile is focused on providing service to Public Safety users utilizing our network, capacity, strengths and advantages. The need for data priority and preemption is grounded in the historically limited access to network capacity for Public Safety. Because T-Mobile has significant spectrum holdings, the need for preemption on the T-Mobile network is mitigated in comparison to other network architectures.

T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

T-Mobile is also focused on the delivery of next generation services to public safety enabled through 5G capabilities, as described below.

T-Mobile Network

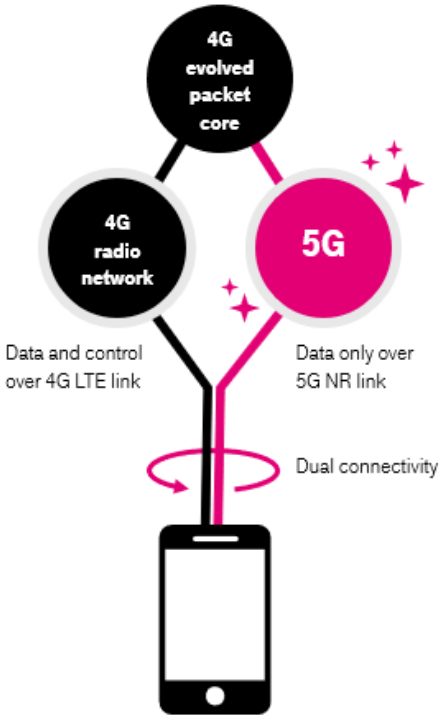


Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.

The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

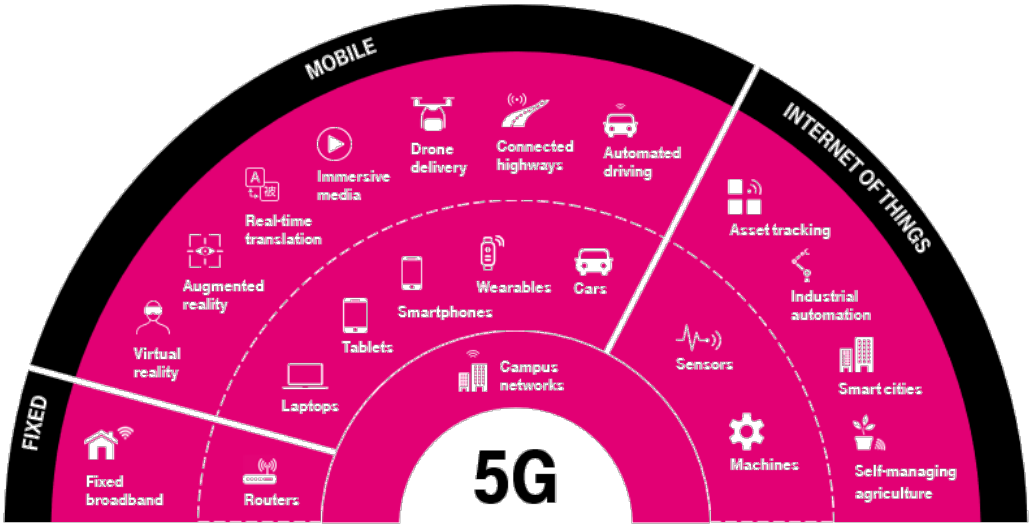
Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

The 5G Future

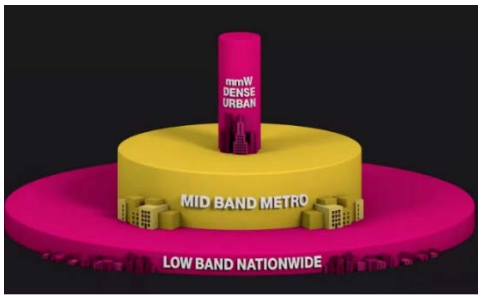
The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies. A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes



99% with 5G

We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans.



Massive Capacity

Over the next six years our capacity will increase 14x over what we have today.



15x Faster

Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today.

Wireless Priority Service

T-Mobile is a Wireless Priority Service (WPS) provider, a program managed via the Department of Homeland Security (DHS). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a government contractor, General Dynamics Information Technology (GDIT) in collaboration with the customer's Homeland Security official Point of Contact (POC). Once a user's line is approved for WPS service, GDIT sends a confirmation for the appropriate WPS SOC to be added to the user's line. This process, and T-Mobile's WPS service, is similar to that offered by other WPS carriers.

WPS subscribers always have the highest priority access to T-Mobile's LTE network services. That means WPS subscribers who place an LTE voice or video call or use LTE mobile data will always be admitted to the network with priority over non-WPS subscribers. T-Mobile's experience is that our vast network has sufficient capacity – even during times of congestion – to support all voice call attempts (even without terminating ongoing calls by non-WPS subscribers).

TL-9000 and ISO-9001 are generic certifications of company Quality Management and Process Management practices and are not directly applicable as public safety standards. T-Mobile is compliant regarding ATIS-10009 and ITU-T Y.1271 as applicable by the T-Mobile DHS WPS contract and functional specifications for WPS.

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

T-Mobile is invested in furthering our Portal capabilities as we move forward, however, given T-Mobile's significant spectrum holdings, T-Mobile does not require a local control option to

maintain First Responder access to its network during times of congestion. T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

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:

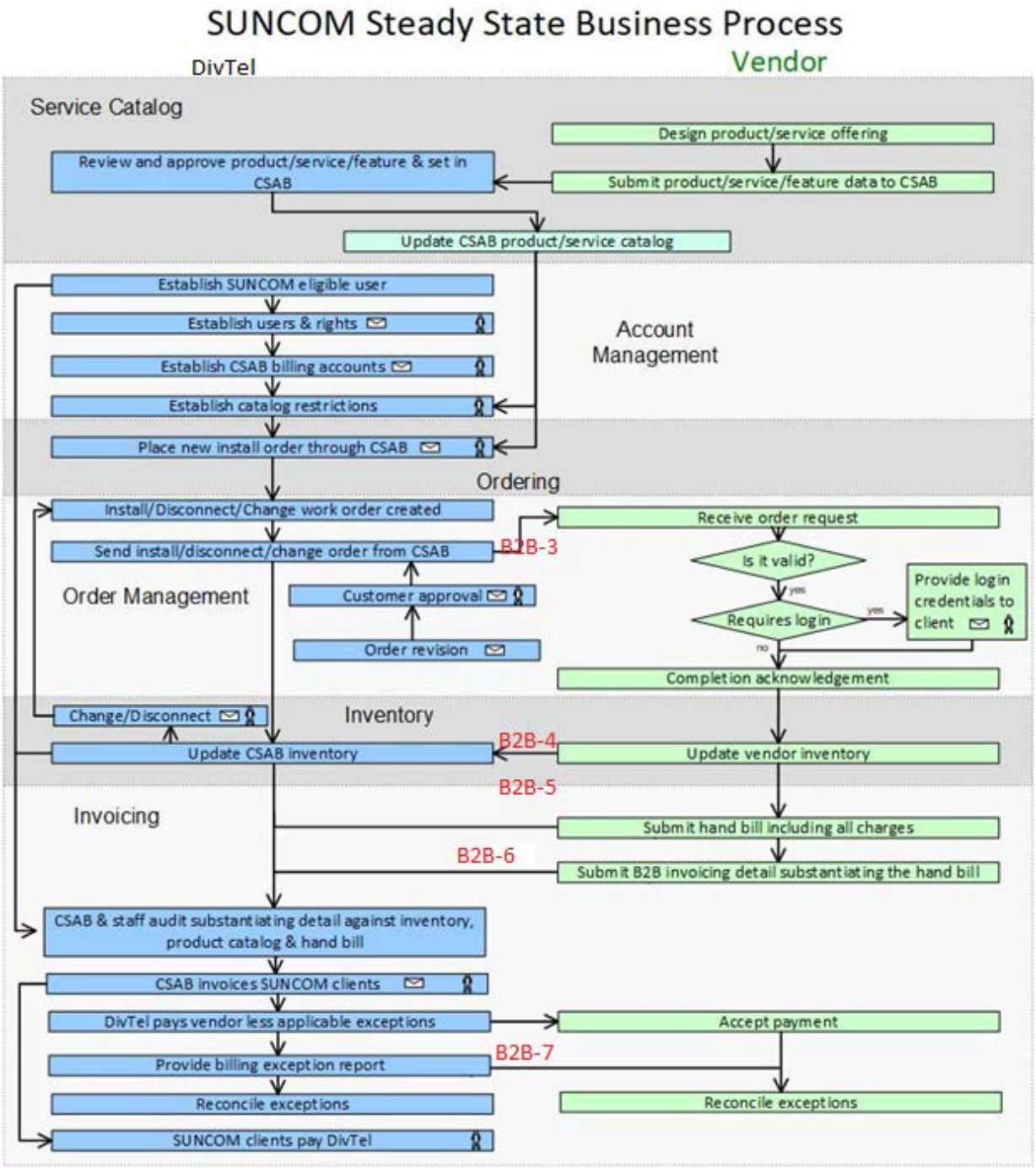
1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

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:

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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 Service 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 10th 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 1st 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.

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T-MOBILE FOR GOVERNMENT

FL BAFO ITN DMS-19/20-006

T-Mobile Work Perks – Exclusive Employee Savings

Because of where you work, get exclusive offers with T-Mobile Work Perks. Save more than $900 over Verizon with $ 10/mo. discount on premium UNLIMITED Talk, Text and Data! Employees can activate **TWO** ways either by calling Business Direct Telesales @855-570-9947 OR visiting any retail store and asking for their employer discount. T-Mobile Work Perks program changes frequently and this represents our current program/offer.

Magenta Max Features
Our premium Unlimited 5G data plan

	Unlimited talk, text, and 5G & 4G LTE smartphone data on our network		2x data speed & texting abroad		Free stuff every week with T-Mobile Tuesdays		40GB of high-speed mobile hotspot data
	Taxes & fees included		Dedicated customer care team		Free texting & unlimited in-flight Wi-Fi		Five layers of scam-blocking protection
	Netflix on us		Up to 4k UHD streaming		Talk, text, & 5GB of high-speed data in MX & CA		

Compared to 3 lines of Verizon Get More Unlimited over 20 mos. with approx. taxes and fees. Carriers features and fees may differ. Above are current Magenta Max features and are subject to change. Req. new acct. on Magenta MAX $5/mo./line discount up to 2 lines for 20 mos. **Activate up to 4K UHD streaming on capable device, or video typically streams at 480p. 40GB full-speed tethering, then unlimited at max 3G speeds.** Unlimited while on our network

More lines. More savings

Number of lines	Magenta Max with AutoPay	T-Mobile Work Perks with AutoPay
1	$85	**$80**
2	$140	**$130**
3	$170	**$160**
4	$200	**$190**

Limited time offers; subject to change. **T-Mobile Work Perks**: Participating locations. Requires a new account and 1 port-in line. $5 will go on voice lines only for 20 months. Credit is applied within 2 bills. Employee validation is required. Customers have 30 days from account activation to add a second voice line and qualify for the $200 offer. May not be combined with some offers or discounts. Up to 12 lines. This is the current T-Mobile Work Perks plan and pricing. T-Mobile changes price plans and offers frequently to remain competitive and provide the best value in wireless. Pricing is subject to change without notice.

How to Verify Employment & Order Service

Upon award, employees will be able to verify employment and obtain service via http://my.t-mobile.com or the T-Mobile app by providing the required information; Company name, first name of employee, last name of employee, work or personal email address, confirm email address, mailing address and MSISDN.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

			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)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

					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. 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

					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	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	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	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours 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 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.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

	SLA-B9	Notification, 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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

	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	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

	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	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
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	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
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 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 30th 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. 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 30th 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.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Proposed Service Pricing
Updated: May 2021

Service or Feature	Description	Florida Contract MRC
Voice & Data Plans		
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	• Unlimited talk, text and data with no overages. • Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB). • Up to 2GB 4G LTE data per month. • Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. • Includes Binge On optimized video streaming that saves your data. • Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data. • Detectable video typically streams at 480p; disable any time.	$12.92
Government Unlimited for Phones	• Unlimited talk, text, and data on our advanced network with no data overages. • Free Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and a free hour of Wi-Fi on Gogo®-enabled flights • Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p).	$24.97
Government Unlimited for Phones w/Device Subsidy Level 1	• Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.	$35.30
Government Unlimited for Phones w/Device Subsidy Level 2		$45.63
Government Unlimited for Phones w/Device Subsidy Level 3		$55.10
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$8.61
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$12.92
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$21.53

Service or Feature	Description	Florida Contract MRC
Mobile Internet Plans		
Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data	• High-speed data in the U.S. with no overages. • Up to 5GB of your high-speed data in Canada and Mexico. • Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. • Unlimited international web while roaming in 210+ countries & destinations. • Includes Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. • Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. • Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network.	$10.25
Government Unlimited 4G LTE Mobile Internet Data	• Unlimited 4G LTE High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • For use with Tablets/Hotspots/Routers/Modems	$30.14
Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$20.23
Government Unlimited Mobile Internet for Tablets w/21GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$30.14
Government Unlimited Mobile Internet for Tablets w/31GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$34.87
Government Unlimited Mobile Internet for Tablets w/41GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$45.20

Service or Feature	Description	Florida Contract MRC
Project 10Million Plans*		
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	•100 GB data per year. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$0.00
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	•100 GB data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$12.30
Project 10Million Unlimited Program Plan (NSLP)	•Unlimited data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$15.38
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	•100 GB data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$12.30
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	•Unlimited data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$15.38
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (1-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$20.50
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (Month-to-Month Term). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$25.63
Machine to Machine Unlimited Data		
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$5.13
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$10.25
Features		
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	$2.05
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	$2.05
SMARSH Message Archiving***	Capture, Archive, and Search Mobile Text Messages	$5.13
Geotab Fleet Management for Government Plans		
Geotab Fleet Management Base Plan for Government TE	GPS location, VIN, Driver ID, and basic IOX support worldwide	$12.92

Service or Feature	Description	Florida Contract MRC
Geotab Fleet Management Regulatory Plan w/HOS for Government TE	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	$20.23
Geotab Fleet Management Pro Plan TE	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	$24.97
Geotab Fleet Management Pro Plus Plan TE	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide.	$30.14
Geotab Fleet Management Pro Plus Plan TE (approval required)	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide. 100 line minimum.	$18.49
First Responder Voice Plans*		
Connecting Heroes** Unlimited $0	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and unlimited data while on our network with no overages. • Includes 1GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. • Additional international features available for purchase. • Not subject to data prioritization	$0.00
Connecting Heroes** AMP Unlimited $15	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Connecting Heroes features plus 20GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations. • Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. • Name ID and Voicemail to Text. • Video streams at up to 1080p when HD video is activated. • Not subject to data prioritization	$15.38
First Responder Unlimited Talk and Text with 2GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • Includes 2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$12.92
First Responder Unlimited Talk and Text with 6GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • 6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$25.84

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$29.27
First Responder Unlimited for Phones w/unlimited hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Unlimited 4G LTE hotspot data • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$72.32
First Responder Unlimited for Phones w/Device Subsidy Level 1	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. • Not subject to data prioritization.	$39.61
First Responder Unlimited for Phones w/Device Subsidy Level 2		$49.94
First Responder Unlimited for Phones w/Device Subsidy Level 3		$59.41
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 11GB of high-speed Mobile Hotspot.	$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$8.61

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$12.92
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$21.53
First Responder Data Plans*		
First Responder Unlimited 4G LTE Mobile Internet	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G Mobile Hotspot data while on our network with no overages or • Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds. • Not subject to data prioritization.	$34.44
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$24.54
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$34.87
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$39.18

Contract No.: DMS-19/20-006B
Attachment D, Exhibit 1 - Vendor's Services and Discounts Pricing

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$49.51

NOTE: Prices do not include applicable taxes and surcharges

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones**

1) For the device subsidy ("Device Subsidy") to be effective, Customer will activate a line of Service under its Master Account. Each line of Service which receives a Device Subsidy must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term");

2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period");

3) Each line of Service must be activated in accordance with the terms of the Agreement;

4) Each line of Service which is activated under the Master Account can only qualify once for a Device Subsidy during the Initial Term;

5) The Device Subsidy cannot be combined with any other discounts, credits or promotional offers; and

6) Customer's account with T-Mobile must be in good standing to receive the Device Subsidy.

Minimum Activation Period/Termination. For any line of Service that receives a device subsidy ("Device Subsidy"), each line of Service must be activated and remain active for a minimum of 24 months without suspension or termination of any line of Service (the "Subsidy Term"). Customer will be eligible to upgrade or replace a subsidized device at a discounted device price upon fulfillment of the Subsidy Term. Service terminations prior to the end of the Subsidy Term, may require Customer to reimburse T-Mobile for a pro rata portion of the Device Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). In the event of Service terminations prior to the end of the Subsidy Term, Customer agrees to reimburse T-Mobile within 30 days of termination of the affected lines of Service for the aggregate amount of issued Device Subsidy for lines of Service which are terminated before the end of the Subsidy Term.

***First Responder plans** (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion and can only be purchased through the Government Account Executive.

****Connecting Heroes** plans not eligible for any aggregate volume discount; $15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies to $15 plan; taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: https://www.t-mobile.com/support/account/out-of-plan-phone-numbers. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On $0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

****Connecting Heroes** plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

-Police, fire, or emergency medical services first responders
-Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
-Police or fire chiefs and their staff -Police or fire field command
-Police or fire dispatch -911 call centers

**Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the $0 and $15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

***Project 10Million**

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on $12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

*****SMARSH:** Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Coverage not available in some areas Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.
Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Promotional Device Offerings

Equipment Discounts - Valid 04/1/2021 - 06/30/2021

Subsidy Level 1 Rate Plan	up to $400 Device Credit
Subsidy Level 2 Rate Plan	up to $600 Device Credit
Subsidy Level 3 Rate Plan	up to $800 Device Credit

Note: Promotional Pricing discounts are subject to change at T-Mobile's discretion

Contract No.: DMS-19/20-006B
Attachment D, Exhibit 1 - Vendor's Device List

Updated 5/10/2021

****EQUIPMENT DISCLAIMER****

Pricing is exclusive to T-Mobile's Business Markets account team with activation on a qualifying rate plan. Rebates are for a limited time only. Pricing and rebates are only good on new activations. Tax and shipping charges (if applicable) are extra. To review if a handset is available, please contact your T-Mobile Business Markets Representative. Depicted phone models are sold solely for use with T-Mobile service. Ability to use some or all features depends on handset device capability and connection to our network. Device specifications provided by the manufacturer. All equipment and color selection are subject to availability.

Device Portfolio

Device Manufacturer	Alcatel
Device Name	GO FLIP 3 Prime Black
Image	
Full retail Price w/ Service:	$100/ $0 with new activation
SKU	610214661463 (Black)
Display Size	2.8
Included Battery	1350 mAh
Network Technology	Wi-Fi, VoLTE, LTE
Operating Band	2, 4, 5, 12, 25, 26, 41, 66, 71
Processor	Qualcomm MSM8909
Camera	2MP rear
Memory	512 MB RAM
Storage	4 GB ROM

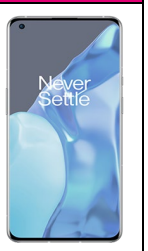
5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	Alcatel	Alcatel	Alcatel	Google	LG	LG	LG	LG	LG
Device Name	Alcatel T-Mobile REVVL 4	Alcatel T-Mobile REVVL 4+	Alcatel T-Mobile REVVL 5G	Google Pixel 4a 5G	LG Aristo 5	LG K51	LG G8 ThinQ	LG V60 ThinQ 5G Single Screen	LG V60 ThinQ 5G Dual Screen
Im									
Full retail Price w/ Service:	$120.00	$192.00	$399.99	$499.99	$150.00	$162.00	$749.99	$649.99	$699.99
SKUs	610214665959 (Graphite)	610214664846 (Steel Gray)	610214664839 (Nebula Black)	610214666710 (Black)	610214663863 (Silver)	610214663696 (Titan)	610214660398 (Carmine Red)	610214663801 (Classy Blue), 610214663757 (Classy White)	610214663672 (Classy Blue)
Display Size	6.22"	6.52"	6.53"	6.2"	5.71"	6.5"	6.1"	6.8"	Dual 6.8" Displays
Resolution:	1520 x 720	1600 x 720	2340 x 1080	2340 x 1080	720 x 1520	720 x 1560	3840 x 2160	2460 x 1080	2460 x 1080
Included Battery	3500 mAh	4000 mAh	4500 mAh	3885 mAh	3,000 mAh	4,000 mAh	3500 mAh	5,000 mAh	5,000 mAh
Operating System	Android 10	Android 10	Android Q 10	Android R 11.x	Android Q 10.x	Android™ 10 Q	Android 9.0	Android™ 10 Q	Android™ 10 Q
Connections	Wi-Fi, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G
Operating Band	2, 4, 5, 7, 12, 25, 26, 41, 66, 71	850/900/1800/1900/2/4/5/12/66/71	0/1/10/2/4/5/8/25/41/66/850/900/1800/1900/n2/n66/n71	TDD: Up to 1CC x 100MHz 4x4 MIMO, 1/2/3/4/5/7/8/12/13/14/17/18/19/20/25/26/28/29/30/32/38/39/40/41/42/46/48/66/71	4G LTE 1, 2, 4, 5, 7, 12, 25, 26, 38, 66, 71 4G (HSPA+) 1, 2, 4, 5	1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 41, 66, 71	2/4/5/12/46/48/66/71 LTE Roaming Bands 1/3/7/8/13/17/20/25/26/28/38/39/40/41	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 n71, n66, n2, n41, n25	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 ,n71, n66, n2, n41, n25
Hearing Aid Compatibility	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M4 / T3	M4 / T4	M4 / T4
Processor	MediaTek MT6761V/CA processor with 2.0GHz quad-core	Qualcomm® Snapdragon™ 665 SM6125 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765 SDM7250 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765G (2.4 GHz + 2.2 GHz + 1.8GHz, 64-bit Octa-Core)	MT6762	MediaTek MT6762 2.0 GHz Octa-Core	Qualcomm Snapdragon™ 855 up to 2.9 GHz x 4 + 1.7 GHz x 4 Octa-Core	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250
Memory	2 GB RAM, 32 GB ROM Supports up to 128 GB MicroSD card	4 GB RAM, 32 GB ROM Supports up to 256 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 256 GB MicroSD card	6GB LPDDR4x RAM, 128GB storage Does not support external SD cards	2 GB RAM, 32 GB ROM Supports up to 32 GB MicroSD card	3 GB RAM, 32 GB ROM Supports up to 2 TB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 2 TB MicroSD card	8 GB RAM, 128 GB ROM	8 GB RAM, 128 GB ROM
Camera	13 MP (rear facing) 5 MP (front facing)	16 MP + 5 MP (rear facing) 16 MP (front facing)	48 MP (main) + 8 MP (Super Wide) + 5 MP (Macro) (rear facing) 16 MP (front facing)	12.2 MP / 16 MP ultrawide (rear facing) 8 MP (front facing)	13 MP (rear facing) 5 MP (front facing)	3MP (F1.8) main, 5MP (F2.2) wide, 2MP (F2.4) depth rear-facing camera 13MP (F2.0) front-facing selfie camera	Dual rear facing 12 MP Standard angle/16 MP Super wide angle 8MP Standard angle front facing camera	64 MP + 13 MP rear camera / 10 MP front camera	64 MP + 13 MP rear camera / 10 MP front camera

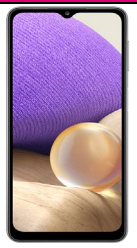
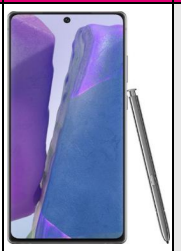
5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	LG	LG	Motorola	Motorola	Motorola	Motorola	OnePlus	OnePlus	OnePlus	OnePlus
Device Name	LG Velvet 5G	LG Wing	Motorola moto e	Motorola moto one 5G ACE	Motorola RAZR 5G	Motorola moto g play	OnePlus 8 5G	OnePlus 8T+ 5G	OnePlus OnePlus 9 5G	OnePlus OnePlus 9 Pro 5G
Im										
Full retail Price w/ Service:	$400.00	$999.99	$150.00	$264.00	$999.99	$150.00	$599.99	$749.99	$729.99	$1,068.00
SKUs	610214665485 (Aurora Gray), 610214664907 (Pink White)	610214666314 (Aurora Gray), 610214666659 (Illusion Sky)	610214663436 (Midnight Blue)	No SKU Found	610214665171 (Blush Gold)	610214667007 (Blue)	610214663818 (Interstellar Glow), 610214663825 (Onyx Black)	610214665409 (Aquamarine Green), 610214665393 (Lunar Silver)	610214668226 (Black)	610214668356 (Silver)
Display Size	6.58"	6.8"	6.2"	6.7"	6.2"	6.5	6.55"	6.55"	6.55"	6.7"
Resolution:	1080 x 2460	1080 x 2460	1520 x 720	2400 x 1080	876 x 2142	1600 x 720	1080 x 2400	1080 x 2400	2400 x 1200	3216 x 1440
Included Battery	4000 mAh	4000 mAh	3550 mAh	5000 mAh	2800mAh	5000 mAh	4300 mAh	4500 mAh	4500 mAh	4500 mAh
Operating System	Android 10	Android Q 10	Android 10.0	Android	Android Q 10	Android	Android 10.0	Android R 11	Android	Android
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	850/900/1800/1900/2/4/5/7/12/66/71/25/26/41	n25, n41, n66, n71, 1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71	LTE band 1/2/3/4/5/7/8/12/13/17/25/26/66/71	5G: n2, n25, n41, n66, n71; LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 14, 17, 20, 28, 30, 38, 39, 40	n2, n25, n41, n66. n77, LTE band 1/2/3/4/5/7/8/13/20/25/26/28/38/39/40/41/46/48/66/71	LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 38	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/32/41/66/71	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/66/71	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10
Hearing Aid Compatibility	M4 / T3	M4 / T3	M4 / T3	M3, T3	M3 / T3	M3, T3	M4 / T3	M3 / T3	M3, T3	M3, T3
Processor	MediaTek Dimensity 800	Qualcomm Snapdragon 765G 5G Mobile Platform	Qualcomm® Snapdragon™ 632 with 1.8 GHz octa-core	Qualcomm® Snapdragon™ 750G 5G	5G Enabled Qualcomm® Snapdragon™ 765G	Qualcomm® Snapdragon™ 460	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 888	Qualcomm® Snapdragon™ 888
Memory	6 GB RAM, 128 GB ROM	8 GB RAM, 256 GB ROM Supports up to 2 TB MicroSD card	2 GB RAM, 32 GB ROM Supports up to 512 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 512 GB MicroSD card	8 GB RAM, 256 GB ROM	3 GB RAM, 32 GB ROM	8 GB RAM, 128 GB ROM Does not support external SD cards	12 GB RAM, 256GB ROM Does not support external SD cards	8 GB RAM, 128 ROM	12 GB RAM, 256 ROM
Camera	16 MP (front) / 48 MP Standard, 8 MP Ultra-wide, 5 MP Depth (rear)	Triple rear facing 64 MP Standard angle / 13 MP Ultra-wide angle / 12 MP Depth Camera 32MP Pop-up front facing camera	13 MP (rear facing) 5 MP (front facing)	48MP Quad-pixel Camera 16MP Front Facing Camera	48 MP (external, outer camera) 20 MP (internal, inner camera)	13 MP (rear facing) 5 MP (front facing)	48 main + 12 extra wide + 2 MP macro (triple rear facing) 16 MP (front facing)	48 main + 16 ultra wide + 5 MP macro+ 5 MP Mono (rear facing) 16 MP (front facing)	48MP Main Camera 16MP Front Camera	48MP Main Camera 16MP Front Camera

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Note:
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Device Manufacturer	OnePlus	OnePlus	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	OnePlus OnePlus Nord N100	OnePlus OnePlus Nord N10 5G	Samsung Galaxy A12	Samsung Galaxy A32 5G	Samsung Galaxy A52 5G	Samsung Galaxy A71 5G	Samsung Galaxy S20 FE 5G (128 GB)	Samsung Galaxy Note 20 5G 128GB	Samsung Galaxy Note 20 Ultra 5G 128GB
Im									
Full retail Price w/ Service:	$180.00	$299.99	$180.00	$282.00	$504.00	$500.00	$699.99	$999.99	$1,299.99
SKUs	610214666819 (Black)	610214666826 (Black)	610214668899 (Black)	610214668905 (Balck)	610214668912 (Black)	610214664426 (Prism Cube Black)	610214666390 (Cloud Lavendar), 610214666383 (Cloud Mint), 610214666376 (Cloud Navy)	610214665294(Gray)	610214665355(Bronze)
Display Size	6.52"	6.49"	6.5"	6.5"	6.5"	6.7"	6.5"	6.7"	6.9"
Resolution:	1600 x 720	2400 x 1080	1600 x 720	1600 x 720	2400 x 1080	1080 x 2400	2400 x 1080	2400 x 1080	3088 x 1440
Included Battery	5000 mAh	4300 mAh	5,000 mAh	5,000 mAh	4,500mAh	4500 mAh	4500mAh	4300 mAh	4500 mAh
Operating System	Android	Android	Android	Android	Android	Android Q 10.0	Android Q 10	Android 10.0	Android
Connections	VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 20, 25, 26, 28, 38	5G: n2, n5, n25, n41, n66, n71; CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40	LTE: 2, 4, 5, 12, 66, 71; LTE Roaming: 1, 3, 7, 13, 20, 25, 26, 38	n25, n41, n66, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	n41, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850), Band VIII (900); 5G: n41,	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41	UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™460 Processor	Qualcomm® Snapdragon™ 690	QMT6765 Octa Core	Mediatek Dimensity 720 5G MT6853	Qualcomm® Snapdragon™ 750G 5G	Qualcomm 7250 Octa Core (1*2.4GHz, 1*2.2GHz, 6*1.8GHz)	Qualcomm Snapdragon 865	Qualcomm Snapdragon 865 Plus	Qualcomm Snapdragon 865 Plus, GPU 670MHz
Memory	6 GB RAM, 64 GB ROM Expandable memory: Supports up to 256GB MicroSD card	6 GB RAM, 128 GB ROM Expandable memory: Supports up to 512GB MicroSD card	3GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	4GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 512 GB MicroSD card	6 GB RAM / 128GB ROM	128GB / 512GB ROM	128GB / 512GB ROM
Camera	13MP Triple Camera System 8MP Front Camera	64MP Quad Camera System 16MP Front Camera	16MP Main Camera 8MP Front Camera	48MP Main Camera 13MP Front Camera	Revolutionary 64MP OIS Camera 32MP Front Camera	12MP Ultra Wide, 64MP Telephoto, 5MP, 5MP standard (rear facing) 32MP Selfie Camera (front facing)	Triple 12MP + 8MP + 12MP RF cameras 32MP Front Facing Camera	12MP + 64MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera	12MP + 108MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera

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Note:
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Device Manufacturer	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	Samsung Galaxy S21 5G (128 GB / 256 GB)	Samsung Galaxy S21 Ultra 5G (128 GB / 256 GB / 512 GB)	Samsung Galaxy S21 + 5G (128 GB / 256 GB)	Samsung Galaxy Z Flip 5G	Samsung Galaxy Z Fold2 5G
Im					
Full retail Price w/ Service:	$799.99 / $849.99	$1,199.99 / $,1249.99 / $1,379.99	$999.99 / $1,049.99	$1,199.99	$1,799.00
SKUs	'610214667793(128GB GRAY),610214667861(128GB PINK),610214667762(128GB PURPLE),610214667830(128GB WHITE),610214667854(256GB GRAY)	610214667786(128GB BLACK),'610214667779(128GB SILVER),'610214668110(256GB BLACK),'610214667755(512GB BLACK)	610214667816(128GB BLACK),'610214667823(128GB PURPLE),'610214667847(128GB SILVER),'610214667809(256GB BLACK)	610214665980 (Mystic Bronze), 610214665973 (Mystic Gray)	610214666161 (Mystic Black), 610214666154 (Mystic Bronze)
Display Size	6.2"	6.8"	6.7"	6.7"	7.6" & 6.2"
Resolution:	2400 x 1080	3200 x 1440	2400 x 1080	2636 x 1080	2208 x 1768
Included Battery	4000 mAh	5000 mAh	4800 mAh	3,300mAh	4,500 mAh
Operating System	Android	Android	Android	Android 10.0	Android 10
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40, 41; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n26
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 865 Plus Processor	Qualcomm® Snapdragon 865 Plus Processor
Memory	128 GB or 256 GB/8 GB RAM	128 GB, 256 GB, 512 GB/12 GB RAM	128 GB, 256 GB/8 GB RAM	8GB RAM, 256 GB ROM	12 GB RAM / 256 GB ROM
Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	108MP + 12MP + 10MP + 10MP Quad Rear Facing Cameras 40MP Front Facing Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	12MP Ultra Wide Camera: F2.2, 12MP Wide-angle Camera: Super Speed Dual Pixel AF, OIS, F1.8 (rear facing) 10MP Selfie Camera: F2.4 (front display)	Triple 12MP Wide + Ultra-Wide + Tele Rear Cameras 10 MP Front-facing Camera

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Note:
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Manufacturer	Apple	Apple	Apple	Apple	Apple	Apple	Apple	Apple
Device Name	iPhone XR (64GB)	iPhone 11 (64,128 GB)	iPhone 11 Pro (64GB)	iPhone SE 2nd Gen (64GB / 128GB / 256GB)	iPhone 12 mini (64GB, 128GB, 256GB)	iPhone 12 (128GB / 256GB / 64GB)	iPhone 12 Pro (128GB, 256GB, 512GB)	iPhone 12 Pro Max (128GB, 256GB, 512GB)
Image								
Full retail Price w/ Service:	$499.99	$599.99/$649.99	$899.99	$399.99 / $449.99 / $449.99	$729.99 / $779.99 / $879.99	$879.99 / $979.99 / $829.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99
SKU	194252139929 (Black)	190199219991 (64GB Black), 190199220034 (64GB Purple), 190199220010 (64GB Red), 190199220058 (128GB Black)	190199388093 (Silver), 190199388116 (Midnight Green)	190199503434 (64GB Black), 190199503458 (64GB Red), 190199503441 (64GB White), 190199504783 (128 GB Black), 190199504806 (128 GB Red), 190199504790 (128 GB White), 190199595927 (256 GB Black), 190199595941 (256 GB Red), 190199595934 (256 GB White)	194252011843 (Black), 194252011850 (White), 194252011867 (Red), 194252011881 (Green), 194252011874 (Blue), 194252011898 (Black), 194252011904 (White), 194252011911 (Red), 194252011935 (Green), 194252011928 (Blue), 194252011942 (Black), 194252011959 (White), 194252011966 (Red), 194252011980 (Green), 194252011973 (Blue)	194252028094 (64GB Black), 194252028124 (64GB Blue), 194252028131 (64GB Green), 194252028117 (64GB Red), 194252028100 (64GB White), 194252028148 (128GB Black), 194252028179 (128GB Blue), 194252028186 (128GB Green), 194252028162 (128GB Red), 194252028155 (128GB White), 194252028193 (256GB Black), 194252028223 (256GB Blue), 194252028230 (256GB Green), 194252028216 (256GB Red), 194252028209 (256GB White)	194252036433 (128GB Gold), 194252036419 (128GB Graphite), 194252036440 (128GB Pacific Blue), 194252036426 (128GB Silver), 194252036471 (256GB Gold), 194252036457 (256GB Graphite), 194252036488 (256GB Pacific Blue), 194252036464 (256GB Silver), 194252036518 (512GB Gold), 194252036495 (512GB Graphite), 194252036525 (512GB Pacific Blue), 194252036501 (512GB Silver)	194252019931 (Silver), 194252019924 (Graphite), 194252019948 (Gold), 194252019955 (Pacific Blue), 194252019979 (Silver), 194252019962 (Graphite), 194252019986 (Gold), 194252019993 (Pacific Blue), 194252020012 (Silver), 194252020005 (Graphite), 194252020029 (Gold), 194252020036 (Pacific Blue)
Display Size	6.1"	6.1"	5.8"	4.7"	5.4"	6.1"	6.1"	6.7"
Resolution	1792 x 828	1792 x 828	2436 x 1125	1334 x 750	2340×1080	2532 x 1170	2532 x 1170	2778x1284
Connections	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34,38,39,40,41,66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,
Operating System	iOS 13	iOS 13	iOS 13	iOS 13	iOS 14	iOS 14	iOS 14	iOS 14
Hearing Aid Compatibility	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4
Processor	A12 Bionic chip with 64-bit architecture - Embedded M11 coprocessor	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A14 Bionic chip third-generation Neural Engine	A14 Bionic chip	A14 Bionic Chip	A14 Bionic chip third-generation Neural Engine
Memory	64, 256 Storage 3 GB RAM	64, 128, or 256 GB	64 or 256 GB	64GB, 128GB, 256GB models available	64 GB, 128 GB, and 256 GB models available	64GB, 128GB, 256GB models available	128GB, 256GB, 512GB models available	128 GB, 256 GB, and 512 GB models available
Camera	F: 7.0; R:12.0	Dual 12MP Ultra Wide and Wide cameras (rear facing)12 MP TrueDepth (front facing)	Triple 12MP Ultra Wide, Wide, and Telephoto cameras with Night mode (rear facing)12 MP TrueDepth (front facing)	Single 12MP Wide camera (rear facing)7 MP Portrait mode with advanced bokeh and Depth Control (front facing)	Dual 12MP camera system: Ultra Wide and Wide cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; digital zoom up to 5x Brighter True Tone flash with Slow Sync Cinematic video stabilization (4K, 1080p, and 720p) HDR video recording with Dolby Vision up to 30 fps	Dual 12MP Ultra Wide & Wide Cameras 12MP TrueDepth Front Camera, 4K Dolby Vision HDR Recording	Triple 12MP Cameras: Ultra Wide + Wide + Telephoto 12MP TrueDepth Front Camera	Pro 12MP camera system: Ultra Wide, Wide, and Telephoto cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; 4x optical zoom range Brighter True Tone flash with Slow Sync Auto image stabilization HDR video recording with Dolby Vision up to 30 fps

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Note:
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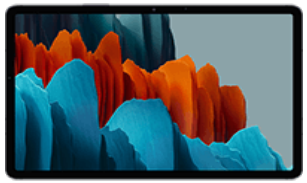
Device Portfolio

Manufacturer	Alcatel LinkZone	Franklin T9	Inseego
Device Name	LinkZone	T9	MiFi M2000 5G
Image			
Full retail Price w/ Service:	$90.00	$90.00	$336.00
SKUs	610214663740 (Black)	610214660763 (Black)	610214666598
Device Size	4.13" x 2.6" x 0.75"	.51" x 4.13" x 2.63"	5.9" x 2.2" x 0.70"
Display Size	N/A	Yes	2.4" AMOLED color touchscreen display
Weight	5.15 ounces	2.99 Ounces	7.40 oz
Talk Time	Usage time up to 7 hours	Usage time: 8 hours	Long-lasting all-day battery
Standby Time	Up to 35 hours	Standby time: 48 hours	
Included Battery	4400 mAh	2450 mAh	5050 mAh
Charger Type	USB 2.0	USB Type A Micro	USB
Network Technology	4G, LTE	4G, LTE	4G, LTE, 5G
Operating Band	2, 4, 5, 12, 25, 26, 66, 71	2, 4, 5, 12, 25, 25, 41, 66, 71	5G Sub6 Bands: n41/n71 LTE bands: 1/2/3/4/5/7/8/12/13/14/17/25/26/28/29/30/38/39/40/41/42/46/48/49/66/71
Processor	MDM9207	Qualcomm MDM9207-0	Qualcomm® Snapdragon™ SDX55
Memory	256 MB NAND Flash 128 MB LPDDR2	256 MB RAM, 256 Flash	4 GB ROM / 4 GB RAM
Micro SD Card	Supports up to 32 GB	N/A	N/A
Wi-Fi	Yes	Yes	Yes
SIM Type	Micro SIM	Micro SIM	N/A

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Portfolio

Manufacturer	Alcatel	LG	Samsung	Samsung
Device Name	Alcatel Joy Tab	LG G Pad 5 10.1	Samsung Galaxy Tab S7 5G	Samsung Galaxy Tab S7+ 5G
Image				
Full retail Price w/ Service:	$168.00	$299.99	$849.00	$1,049.00
SKUs	610214661333 (Metallic Black)	610214704429 (Silver)	610214666079 (Mystic Black)	610214666062 (Mystic Black)
Display Size	8"	10.1"	11"	12.4"
Screen Resolution:	1280 x 800	1920x1200	1752 x 2800	1752 x 2800
Operating System	Android Pie 9.x	Android 10	Android 10	Android 10
Included Battery	4080 mAh	8,200 mAh	10,090 mAh	10,090 mAh
Network Technology	WiFi, LTE	WiFi, 3G, 4G, LTE	WiFi, LTE, 5G	WiFi, LTE, 5G
Operating Band	2,4,5,12,66,71,850,900,1800,1900	4G LTE 2, 4, 5, 12, 66, 71	LTE: 2, 4, 5, 25, 26, 41, 46, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 20, 28; 5G: n41, n71, n260, n261	2, 3, 4, 5, 12, 66, 71, n41, n71, n260, n261
Processor	Media tek/MT8765A	MediaTek MT6762 2.0 GHz Octa-core	Qualcomm Snapdragon 865+	Octa-Core (2.35 GHz + 1.9 GHz) Qualcomm MSM 8998 Snapdragon 835
Storage	2 GB RAM / 32 GB ROM	4 GB RAM, 32 GB ROM	128 GB ROM/6 GB RAM	64 GB ROM/4 GB RAM
Micro SD Card		Supports up to 512GB MicroSD card	Up to 400 GB	Up to 400 GB
Camera	5MP rear, 5 MP front	8 MP (rear facing) 5 MP (front facing)	13 MP Rear, 8 MP Front	13 MP Rear, 8 MP Front

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Portfolio

Manufacturer	Apple	Apple	Apple	Apple	Apple
Device Name	Apple iPad 8th Gen (128GB / 32GB)	Apple iPad Mini 5 (64GB)	Apple iPad Air 4 (64GB / 256GB)	Apple iPad Pro 11.0 GEN 3 (128GB / 256GB/512G/1T)	Apple iPad Pro 12.9 5th Gen (128GB / 256GB / 512GB/1T)
Image					
Full Retail Price w/ Service:	$459.99/$559.99	$529.99	$729.99 / $879.99	$999.99/$1,099.99/$1,299.99/$1.699.99	$1,299.99/$1,399.99/$1,599.99/$1,999.99
SKUs	190199810648 (128GB Gold), 190199810624 (128GB Silver), 190199810600 (128GB Space Gray), 190199810587 (32GB Gold), 190199810563 (32GB Silver), 190199810549 (32GB Space Gray)	190199072305 (Space Gray)	190199791893 (256GB Green), 190199791855 (256GB Rose Gold), 190199791831 (256GB Silver), 190199791879 (256GB Sky Blue), 190199791817 256GB (Space Gray), 190199791794 (64GB Green), 190199791756 (64GB Rose Gold), 190199791732 (64GB Silver), 190199791770 (64GB Sky Blue), 190199791718 (64GB Space Gray)	194252202005(128GB GREY), 194252202012(128GB SILVER), 194252202067(1TB GREY), 194252202074(1TB SILVER), 194252202029(256GB GREY), 194252202036(256GB SILVER), 194252202043(512GB GREY), 194252202050(512GB SILVER)	194252192511(128GB GREY), 194252192528(128GB SILVER), 194252192573(1TB GREY), 194252192580(1TB SILVER), 194252192535(256GB GREY), 194252192542(256GB SILVER), 194252192559(512GB GREY), 194252192566(512GB SILVER)
Display Size	10.2"	7.9"	10.9"	11"	12.9"
Screen Resolution	2160 x 1620	2048 x 1536	2360 x 1640	1668 x 2388	2048 x 2732
Operating System	Apple iPadOS 14	Apple iOS 12	Apple iPadOS 14	Apple iPadOS 14	Apple iPadOS 13
Usage Time	10 hours on cellular	9 hours on cellular	9 hours on cellular	10 hours on cellular	9 hours on cellular
Network Technology	LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE
Operating Band	700, 850, 1900, 1700/2100	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)
Camera	8MP (rear facing) 1.2 MP (front facing)	8 MP (rear facing) 7 MP (front facing)	Wide 12MP (rear facing), ƒ/1.8 aperture 7 MP (front facing)	12 MP, f/1.8, (wide), 1/3", 1.22µm, dual pixel PDAF 10 MP, f/2.4, 11mm (ultrawide) TOF 3D LiDAR scanner (depth), 7 MP, f/2.2	Wide: 12MP, ƒ/1.8 aperture Ultra Wide: 10MP, ƒ/2.4 aperture, and 125° field of view 7 MP (front facing)
Processor	A12 Bionic Chip	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor
Storage	32 GB or 128 GB ROM	64GB	64GB or 256GB	128GB or 256GB	64GB or 256GB
Micro SD Card	NA	NA	NA	NA	NA

5/10/2021

Note:
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T-Mobile Accesory List
5/1/2020

SKU	Description	Class	MSRP	25% Discount
190199552586	LIGHTNING TO 3.5MM AUDIO CABLE WHITE-AME	ADAPTER	$35.00	$26.25
SUPM52580	SCOSCHE BTFREQ HANDSSFREE CAR KIT	ADAPTER	$24.99	$18.74
SUPM52732	SCOSCHE USB-C STRIKELINE ADAPTER	ADAPTER	$29.99	$22.49
TMOM61760	BELKIN ROCKSTAR 3.5MM WITH USB-C CONNECT	ADAPTER	$14.97	$11.23
TMOM61784	BELKIN ROCKSTAR 3.5MM TO LIGHTNING CABLE	ADAPTER	$14.97	$11.23
TMOM66758	SAMSUNG POWER BUNDLE	BUNDLE	$49.99	$37.49
190199370340	USB-C TO LIGHTNING CABLE (1M)-AME	CABLES	$19.99	$14.99
190199534827	LIGHTNING TO USB CABLE-AME V1	CABLES	$19.99	$14.99
610214662545	GOTO USB C TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662552	GOTO USB A TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662576	GOTO USB A TO MICRO CABLE 4 FT	CABLES	$9.99	$7.49
610214664334	GOTO USB A TO LIGHTNING CABLE 4 FT V2	CABLES	$14.99	$11.24
745883811595	BELKIN BRAIDED LIGHTNING CBL WHT 6FT	CABLES	$24.99	$18.74
745883811601	BELKIN BRAIDED C TO LIGHT CBL WHT 6FT	CABLES	$24.99	$18.74
745883811618	BELKIN BRAIDED A TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811625	BELKIN BRAIDED C TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811632	BELKIN BRAIDED MICRO CBL WHT 6FT	CABLES	$19.99	$14.99
888462322997	LIGHTNING TO USB CABLE (2 M)-AME	CABLES	$29.99	$22.49
SUPM53931	NATIVE UNION A TO LIGHT ZEBRA 10FT	CABLES	$34.99	$26.24
SUPM53932	NATIVE UNION A TO C ZEBRA 10FT	CABLES	$29.99	$22.49
SUPM53933	NATIVE UNION UNI USB-A, LGT, USB-C, MICRO ZEBRA 6.5FT	CABLES	$39.99	$29.99
TMOM65457	BELKIN METALLIC A TO C CBL GRAY 6 FT	CABLES	$24.99	$18.74
TMOM65484	BELKIN METALLIC LIGHTNING CBL GRAY 6 FT	CABLES	$24.99	$18.74
610214662637	GOTO DUAL USB A AND USB C CAR CHARGER	CAR CHARGERS	$19.99	$14.99
610214662651	GOTO SINGLE USB A CAR CHARGER	CAR CHARGERS	$14.99	$11.24
610214664785	GOTO DUAL USB A AND USB C CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664792	GOTO DUAL USB A CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664808	GOTO SINGLE USB A CAR CHARGER V2	CAR CHARGERS	$14.99	$11.24
745883811670	BELKIN PD 12W/18W CAR + USB C - C CABLE	CAR CHARGERS	$39.99	$29.99
745883817733	BELKIN PD 32W CAR CHARGER + USB C - LTG CBL	CAR CHARGERS	$39.99	$29.99
SUPA50027	TM SINGLE USB C CAR ADAPTER	CAR CHARGERS	$24.99	$18.74
SUPM53466	IOTTIE WIRELESS DASH & WINDSHIELD MOUNT	CAR CHARGERS	$54.99	$41.24
SUPM53477	SCOSCHE FREEFLOW VENT MOUNT	CAR DOCK	$19.99	$14.99
SUPM53478	SCOSCHE 2-IN-1 UNIV CAR MOUNT	CAR DOCK	$24.99	$18.74
SUPM54166	SCOSCHE CUP HOLDER MOUNT	CAR DOCK	$24.99	$18.74
SUPM54701	SCOSCHE MAGICMOUNT 2-IN-1 DASH/VENT	CAR DOCK	$19.99	$14.99
610214665232	REVVL 4 GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665249	LG VELVET 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665256	REVVL 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665270	REVVL 4+ GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666512	SAM GS20 FE 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666543	OP 8T+ 5G GOTO PRO NAVY	EVERYDAY	$24.99	$18.74
610214667199	OP N100 GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667236	OP N10 5G GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667359	MOTO G PLAY GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214668554	SAM A32 5G GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
610214668585	SAM A12 GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
660543515081	IPHONE 11 OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543515289	IPHONE 11 OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543516477	IPHONE 11 PRO OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543516675	IPHONE 11 PRO OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543517566	IPHONE 11 PRO MAX OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543517764	IPHONE 11 PRO MAX OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
840056133297	IP 12MINI G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133303	IP 12MINI G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133310	IP 12/12P G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133327	IP 12/12P G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133334	IP 12P MX G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133341	IP 12P MX G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056137899	SAM GS21 5G G4 CRYSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137905	SAM GS21P 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137912	SAM GS21U 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056141407	SAM A12 G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141414	SAM A32 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141421	SAM A52 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840104204269	SAMSUNG GALAXY S20+ 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104204849	SAMSUNG GALAXY S20 ULTRA 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104212660	LG V60 THINQ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104213933	ONEPLUS 8 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104215012	LG VELVET 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104219553	SAM A71 OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104222218	SAM A51 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104233825	IP 12MINI OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104233870	IP 12/12P OB SYMMETRY PLUS BLK	EVERYDAY	$59.99	$44.99
840104233924	IP 12P MAX OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104237540	SAM GS20 FE 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104238455	OP 8T+ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104247358	SAM GS21U 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247433	SAM GS21P 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247518	SAM GS21 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104250624	SAM GS21U 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250631	SAM GS21P 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250648	SAM GS21 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104252215	ONEPLUS 9 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840104252222	OP 9 PRO 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840168500246	SAM GS21 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500529	SAM GS21P 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500802	SAM GS21U 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74

840171700046	LG WING 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
840171701678	SAM GS21P 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701807	SAM GS21U 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701920	SAM GS21 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702309	ONEPLUS 9 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702316	OP 9 PRO 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171703009	SAM A52 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
846127188012	IPHONE 11 CM TWINKLE	EVERYDAY	$39.99	$29.99
846127188036	IPHONE 11 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127191685	SAMSUNG GALAXY S20 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191715	SAMSUNG GALAXY S20+ 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191722	SAMSUNG GALAXY S20+ 5G CM TWINKLE	EVERYDAY	$19.97	$14.98
846127191739	SAMSUNG GALAXY S20 ULTRA 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127193603	LG V60 THINQ 5G CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194204	SAM A71 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127194211	SAM A21 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194228	SAM A11 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127195485	SAM A51 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197953	SAM NOTE20 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197960	SAM NOTE20 5G ULTRA CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197977	IP 12P MX CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197984	IP 12/12P CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197991	IP 12MINI CM TWINKLE	EVERYDAY	$39.99	$29.99
846127198004	IP 12P MX CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198011	IP 12/12P CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198028	IP 12MINI CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198066	IP 12MINI CM TWINKLE OMB GLD	EVERYDAY	$39.99	$29.99
846127198073	IP 12/12P CM TWINKLE OMBRE GOLD	EVERYDAY	$39.99	$29.99
846127198080	IP 12P MX CM TWINKLE OMBRE GLD	EVERYDAY	$39.99	$29.99
846127198561	LG VELVET 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127199858	SAM Z FOLD2 5G CM TOUGH BLACK	EVERYDAY	$34.99	$26.24
846127199988	SAM GS20 FE 5G CM SOAP BUBBLE IRIDESCENT	EVERYDAY	$39.99	$29.99
846127199995	OP 8T+ 5G CM SOAP BUBBLE IRDSC	EVERYDAY	$39.99	$29.99
848709090812	IP 12MINI SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091062	IP 12MINI SPECK PRES CL OMB RS	EVERYDAY	$44.99	$33.74
848709091314	IP 12/12P SPECK PRES2 GRIP GRY	EVERYDAY	$44.99	$33.74
848709091321	IP 12/12P SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709091482	IP 12/12P SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091734	IP 12/12P SPECK PRES CLR OMBRE	EVERYDAY	$44.99	$33.74
848709091994	IP 12P MX SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709092151	IP 12P MX SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709092403	IP 12P MX SPECK PRES CLR OM RS	EVERYDAY	$44.99	$33.74
848709092502	IP 12MINI SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
138502-5085	IP 12 PRO MX SPECK PRES PER CL	EVERYDAY	$39.99	$29.99
SUPM47585	IPHONE SE2020/8/7 OB SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM47592	IPHONE 7/8 PLUS OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM47608	IPHONE 7/8 PLUS CM WATERFALL ROSE GOLD	EVERYDAY	$19.97	$14.98
SUPM47669	IPHONE SE2020/8/7 T21 EVO CHECK SMOKE/BK	EVERYDAY	$39.99	$29.99
SUPM47675	IPHONE 7/8 PLUS T21 EVO CHECK SMOKE/BLK	EVERYDAY	$19.97	$14.98
SUPM49471	IPHONE X/XS T21 PURE CLEAR	EVERYDAY	$19.97	$14.98
SUPM49479	IPHONE SE2020/8/7 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51053	IPHONE XS MAX OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51056	IPHONE XR OB NEW SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM51058	IPHONE XR OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51061	IPHONE X/XS OB NEW SYMMETRY BLACK	EVERYDAY	$39.99	$29.99
SUPM51063	IPHONE X/XS OB NEW SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM51107	IPHONE XR T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51109	IPHONE XR T21 EVO CHECK SMOKE/BLACK	EVERYDAY	$39.99	$29.99
SUPM51743	SAM GS10E CM TWINKLE	EVERYDAY	$19.97	$14.98
SUPM51744	SAM GS10E CM WATERFALL GOLD	EVERYDAY	$19.97	$14.98
SUPM51746	SAM GS10E CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51756	SAM GS10 PLUS CM TOUGH CLEAR CLEAR	EVERYDAY	$34.99	$26.24
SUPM51761	SAM GS10 PLUS CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51764	SAM GS10E OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52147	GOOGLE PIXEL 3A XL OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52148	GOOGLE PIXEL 3A OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52301	TMO REVVLRY T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52313	TMO REVVLRY CM TOUGH CLEAR CLEAR/MAGENTA	EVERYDAY	$14.97	$11.23
SUPM52446	IPHONE 11 PRO T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52447	IPHONE 11 PRO T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52449	IPHONE 11 PRO MAX T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52450	IPHONE 11 PRO MAX T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52453	IPHONE 11 T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52455	IPHONE 11 T21 EVO CHECK INDIGO	EVERYDAY	$19.97	$14.98
SUPM52457	IPHONE 11 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52459	SAM NOTE 10 PLUS/5G T21 EVO CHECK SM/BLK	EVERYDAY	$19.97	$14.98
SUPM52460	SAM NOTE 10 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52468	SAM NOTE 10 PLUS/5G SPK PS PRO CST BL/BK	EVERYDAY	$44.99	$33.74
SUPM52590	ONEPLUS 7T SPECK PRES GRIP GRAY/GRAY	EVERYDAY	$39.99	$29.99
SUPM52606	ONEPLUS 7T T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53212	SAMSUNG GALAXY S20 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53213	SAMSUNG GALAXY S20 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53214	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53215	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53216	SAMSUNG GALAXY S20 ULTRA 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53223	SAMSUNG GALAXY S20 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53225	SAMSUNG GALAXY S20+ 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53227	SAMSUNG GALAXY S20 ULTRA 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53391	ONEPLUS 8 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53392	ONEPLUS 8 5G SPECK PRES PERFECT CLEAR/GLITTER	EVERYDAY	$19.97	$14.98
SUPM53393	ONEPLUS 8 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99

SUPM53481	SAM A11 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53482	SAM A21 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM53483	SAM A71 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53484	LG STYLO 6 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53485	LG K51 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53486	LG ARISTO 5 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53487	MOTO E T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53491	SAM A11 SPECK PRES PRO LITE GLITTER GOLD	EVERYDAY	$29.99	$22.49
SUPM53492	SAM A71 SPECK PRES EXO TECH GLITTER GOLD	EVERYDAY	$14.97	$11.23
SUPM53586	SAM A71 SPECK PRES PRO1 BLACK	EVERYDAY	$39.99	$29.99
SUPM53780	SAM A51 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM53788	REVVL 4+ T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53792	REVVL 5G T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53795	LG VELVET 5G T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM53830	SAM NOTE20 5G T21 EVOCLEAR	EVERYDAY	$39.99	$29.99
SUPM53831	SAM NOTE20 5G T21 EVO CHK SMK	EVERYDAY	$39.99	$29.99
SUPM53832	SAM NOTE20 5G T21 EVO CHEK BLU	EVERYDAY	$39.99	$29.99
SUPM53834	SAM NOTE20 5G ULTRA T21 EVOSMK	EVERYDAY	$39.99	$29.99
SUPM53835	SAM NOTE20 5G ULTRA T21 EVOBLU	EVERYDAY	$39.99	$29.99
SUPM53856	IP 12MINI T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53857	IP 12MINI T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53858	IP 12MINI T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53859	IP 12/12P T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53860	IP 12/12P T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53861	IP 12/12P T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53862	IP 12P MX T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53863	IP 12P MX T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53864	IP 12P MX T21 EVO CHECK CLS BL	EVERYDAY	$39.99	$29.99
SUPM53925	MOTOROLA RAZR 5G T21 EVO CLEAR	EVERYDAY	$59.99	$44.99
SUPM54234	SAM GS20 FE 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM54235	SAM GS20 FE 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54236	SAM GS20 FE 5G T21 EVO CHECK BLUE	EVERYDAY	$19.97	$14.98
SUPM54237	OP 8T+ 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54238	OP 8T+ 5G T21 EVO CHECK SM/BLK	EVERYDAY	$39.99	$29.99
SUPM54239	GGL PXL4A 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54384	OP N10 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54385	MOTO ONE 5G ACE T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54515	SAM GS21P 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54516	SAM GS21U 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54517	SAM GS21 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54518	ONEPLUS 9 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54519	ONEPLUS 9 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54520	OP 9 PRO 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54521	OP 9 PRO 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54717	SAM A32 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54719	SAM A12 T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54722	SAM A52 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
TMOM64587	SAM GS20 ULTRA PROTECTIVE STANDING CASE BLACK	EVERYDAY	$19.97	$14.98
TMOM66635	OP 8T+ 5G SANDSTONE CASE GREEN	EVERYDAY	$24.99	$18.74
TMOM66662	OP 8T+ 5G KARBON BMPR CASE BLK	EVERYDAY	$39.99	$29.99
610214662095	IPHONE 11 PRO MAX/XS MAX GOTO FILM SP	FILM	$24.99	$18.74
610214662125	IPHONE 11/XR GOTO FILM SP	FILM	$24.99	$18.74
610214662132	IPHONE 11 PRO/X/XS GOTO FILM SP	FILM	$24.99	$18.74
610214663160	SAMSUNG GALAXY S20 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214664167	SAM A11 GOTO FILM SP	FILM	$24.99	$18.74
610214664181	SAM A21 GOTO FILM SP	FILM	$24.99	$18.74
610214664204	SAM A71 GOTO FILM SP	FILM	$24.99	$18.74
610214664228	LG STYLO 6 GOTO FILM SP	FILM	$24.99	$18.74
610214664242	LG K51 GOTO FILM SP	FILM	$24.99	$18.74
610214664266	LG ARISTO 5 GOTO FILM SP	FILM	$24.99	$18.74
610214664280	MOTO E GOTO FILM SP	FILM	$24.99	$18.74
610214664921	SAM A51 5G GOTO FILM SP	FILM	$24.99	$18.74
610214664945	REVVL 4 GOTO FILM SP	FILM	$24.99	$18.74
610214664969	REVVL 4+ GOTO FILM SP	FILM	$24.99	$18.74
610214664990	REVVL 5G GOTO FILM SP	FILM	$24.99	$18.74
610214665584	IP 12MINI GOTO FILM SP	FILM	$24.99	$18.74
610214665621	IP 12/12P GOTO FILM SP	FILM	$24.99	$18.74
610214665669	IP 12P MX GOTO FILM SP	FILM	$24.99	$18.74
610214665751	SAM NOTE20 5G GOTO ROL ON FILM	FILM	$24.99	$18.74
610214666109	LG VELVET 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214666444	SAM GS20 FE 5G GOTO FILM SP	FILM	$24.99	$18.74
610214666468	OP 8T+ 5G GOTO FILM SP	FILM	$24.99	$18.74
610214667267	OP N100 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667281	OP N10 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667335	MOTO ONE 5G ACE GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667397	MOTO G PLAY GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667472	SAM GS21P 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667526	SAM GS21 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668530	SAM A52 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668721	SAM A12 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668769	SAM A32 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
840056116511	IPHONE 11 ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056116528	IPHONE 11 PROS ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056117075	SAMSUNG GALAXY S20 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117099	SAMSUNG GALAXY S20 ULTRA 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117198	SAMSUNG GALAXY S20 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117204	SAMSUNG GALAXY S20+ 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117211	SAMSUNG GALAXY S20 ULTRA 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$24.97	$18.73
840056118201	SAM TAB A8.4 ZAGG GLASS FUSION+ SCN PROT	FILM	$49.99	$37.49
840056118225	LG G PAD 5 ZAGG GLASS FUSION+ SCREEN PROT	FILM	$49.99	$37.49
840056120167	ONEPLUS 8 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74

840056130845	SAM NOTE20 5G ZAGG GLAS FSN VG	FILM	$49.99	$37.49
840056130890	SAM NOTE20 ULT5G IS GLS FSN VG	FILM	$49.99	$37.49
SUPM52307	TMO REVVLRY PLUS PG HD CLEAR SCREEN PROTECTOR	FILM	$24.99	$18.74
SUPM52515	IPHONE 11 PRO/XS/X PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
SUPM52519	IPHONE 11/XR PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
194252184370	IP 12 MINI LE SLEEVE SADDLE BR	FUNCTION	$129.99	$97.49
194252238196	IP 12/12PRO LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
194252238356	IP 12PRO MX LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
846127194266	LG STYLO 6 CM KICKSTAND BLACK	FUNCTION	$29.99	$22.49
TMOM64631	SAM GS20 ULTRA LED VIEW COVER BLACK	FUNCTION	$29.97	$22.48
TMOM65799	SAM NOTE20 5G LED WALLET BLACK	FUNCTION	$64.99	$48.74
TMOM65829	SAM NOTE20 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM65898	SAM NOTE20 5G ULTRA LED WALT B	FUNCTION	$64.99	$48.74
TMOM65928	SAM NOTE20 5G ULTRA S-VIEW BLK	FUNCTION	$49.99	$37.49
TMOM65935	SAM TAB S7 KEYBOARD COVER BLK	FUNCTION	$199.99	$149.99
TMOM65942	SAM TAB S7+ 5G KEYBOARD CV BLK	FUNCTION	$229.99	$172.49
TMOM66703	SAM GS20 FE 5G S-VIEW FLIP NAVY	FUNCTION	$24.97	$18.73
TMOM67885	SAM GS21 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67892	SAMSUNG S-PEN BLK	FUNCTION	$39.99	$29.99
TMOM67908	SAM GS21U 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67915	SAM GS21U 5G SLCN BK W S-PEN	FUNCTION	$69.99	$52.49
TMOM67991	SAM GS21U 5G S-VIEW BK W S-PEN	FUNCTION	$89.99	$67.49
TMOM68004	SAM GS21P 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
610214661890	IPHONE 11/XR GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661913	IPHONE 11 PRO/XS/X GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661968	IPHONE SE2020/8/7/6S/6 GOTO TEMP GLSS SP	GLASS	$39.99	$29.99
610214661975	IPHONE 7/8 PLUS GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214663146	SAMSUNG GALAXY S20 ULTRA 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214663184	SAMSUNG GALAXY S20 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214664150	SAM A11 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664174	SAM A21 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664198	SAM A71 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664211	LG STYLO 6 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664235	LG K51 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664259	LG ARISTO 5 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664273	MOTO E GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664297	JOY TAB GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664303	MOXEE X800 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664914	SAM A51 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664938	REVVL 4 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664952	REVVL 4+ GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664983	REVVL 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665003	LG VELVET 5G GOTO C TEMP GLASS	GLASS	$44.99	$33.74
610214665607	IP 12MINI GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665645	IP 12/12P GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665676	IP 12P MX GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665737	SAM NOTE20 5G GOTO CURVED GLAS	GLASS	$39.99	$29.99
610214665843	SAM NOTE20 5G ULTRA GOTO GLASS	GLASS	$44.99	$33.74
610214666420	SAM GS20 FE 5G GOTO TEMP GLASS W/ FPS	GLASS	$39.99	$29.99
610214666437	ALC JOYTAB2 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666451	OP 8T+ 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666475	GGL PXL4A 5G GOTO TP GLS SP	GLASS	$39.99	$29.99
610214666482	LG WING 5G GOTO TEMP GLASS W FILM 2 PK	GLASS	$49.99	$37.49
610214667274	OP N100 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667298	OP N10 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667342	MOTO ONE 5G ACE GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667380	MOTO G PLAY GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667465	SAM GS21P 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667519	SAM GS21 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667540	ONEPLUS 9 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667588	OP 9 PRO 5G GOTO TEMP GLASS SP	GLASS	$44.99	$33.74
610214668653	SAM A52 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668738	SAM A12 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668776	SAM A32 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214704665	ONEPLUS 8 5G GOTO CURVED TEMPERED GLASS SP	GLASS	$44.99	$33.74
610214704689	LG V60 THINQ 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
840056105584	IPHONE 11 PRO/XS/X ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105607	IPHONE 11 PRO MAX/XS MAX ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105614	IPHONE 11 PRO/XS/X ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056105621	IPHONE 11/XR ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056118171	SAMSUNG GALAXY S20+ 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056118188	SAMSUNG GALAXY S20 ULTRA 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056123441	IPHONE SE2020/8/7/6S/6 ZAGG GLSS ELTE VG	GLASS	$49.99	$37.49
840056131217	IP 12MINI IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131279	IP 12/12P/11/XR IS GLS EL VG+	GLASS	$49.99	$37.49
840056131330	IP 12P MX IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131408	IP 12MINI IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056131422	IP 12/12P/11/XR IS GLS EL PRV+	GLASS	$44.99	$33.74
840056131446	IP 12P MX IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056132719	SAM TAB S7 5G IS GLASS FUSION+	GLASS	$54.99	$41.24
840056132726	SAM TAB S7+ 5G IS GLASS FUSN+	GLASS	$59.99	$44.99
840056135437	OP 8T+ 5G IS GLASS ELT VG PLS	GLASS	$49.99	$37.49
840056135468	IPAD AIR 4 GEN/PRO 11" IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056136106	SAM GS20 FE 5G IS GLASS ELITE VG PLUS	GLASS	$49.99	$37.49
840056137615	IPAD 8/7 GEN IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056138063	ONEPLUS 9 5G IS GLASS ELITE VG+	GLASS	$49.99	$37.49
840056139985	OP 9 PRO 5G IS GLASS FUSION VG+	GLASS	$49.99	$37.49
SUPM47575	APPLE IPHONE SE (2020) 8/7 PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM47577	IPHONE 7/8 PLUS PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM51790	SAM GS10E PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52514	IPHONE 11 PRO/XS/X PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99

SUPM52516	IPHONE 11 PRO MAX/XS MAX PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52518	IPHONE 11/XR PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
814238024291	SIMPLE UNIVERSAL LIQUID GLASS SP 250	LIQUID	$49.99	$37.49
660543514671	IPHONE 11 OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543516057	IPHONE 11 PRO OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543517320	IPHONE 11 PRO MAX OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104203248	IPAD 7TH GEN OB DEFENDER BLACK	RUGGED	$89.99	$67.49
840104203811	LG K51 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104203910	LG STYLO 6 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104204603	SAMSUNG GALAXY S20 ULTRA 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104205181	SAMSUNG GALAXY S20 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104211106	SAM A11 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211175	SAM A21 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211205	SAM A21 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104212653	MOTO E OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104213858	LG ARISTO 5 OB COMMUTER CUPID WAY PINK	RUGGED	$29.99	$22.49
840104213865	LG ARISTO 5 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104218563	SAM A11 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104223635	IP 12MINI OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104223758	IP 12MINI OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104223802	IP 12MINI LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224182	IP 12/12P OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224304	IP 12/12P OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224359	IP 12/12P LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224731	IP 12P MX OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224854	IP 12P MX OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224908	IP 12P MX LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104227190	REVVL 5G OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104227268	REVVL 4+ OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104228845	SAM NOTE20 ULT5G OB DEF PRO BK	RUGGED	$59.99	$44.99
840104228852	SAM NOTE20 5G OB DEF PRO BLACK	RUGGED	$59.99	$44.99
840104229439	IP 12MINI OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229866	IP 12/12P OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229873	IP 12P MX OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104230435	REVVL 4 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234099	SAM NOTE20 5G ULTRA OB SYM STR	RUGGED	$49.99	$37.49
840104234105	SAM NOTE20 5G OB SYM STARDUST	RUGGED	$49.99	$37.49
840104234587	SAM TAB S7 5G OB DEFENDER BLK	RUGGED	$89.99	$67.49
840104234877	IP 12MINI OB DEFNDR PRO BERRY	RUGGED	$59.99	$44.99
840104234884	IP 12/12P OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104234891	IP 12P MX OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104235379	IP 12MINI LP FRE BLK	RUGGED	$89.99	$67.49
840104235386	IP 12P LP FRE BLK	RUGGED	$89.99	$67.49
840104235393	IP 12P MX LP FRE BLK	RUGGED	$89.99	$67.49
840104236635	GGL PXL4A 5G OB COMMUTER BLACK	RUGGED	$39.99	$29.99
840104238080	IPAD 8/7TH GEN OB DEFENDER PRO BLACK	RUGGED	$89.99	$67.49
840104243145	OP N100 OB COMMUTER LITE BLACK	RUGGED	$29.99	$22.49
840104243169	MOTO G PLAY OB COMMUTER LITE BLK	RUGGED	$29.99	$22.49
840104243190	OP N10 5G OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104243213	MOTO ONE 5G ACE OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104246078	OP N100 OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246085	MOTO G PLAY OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246092	OP N10 5G OB COMMUTER VIOLET	RUGGED	$39.99	$29.99
840104247945	SAM GS21U 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248003	SAM GS21P 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248065	SAM GS21 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104249666	IP 12 LP FRE BLK	RUGGED	$89.99	$67.49
840104249826	SAM A52 5G OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104250747	SAM GS21 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250754	SAM GS21P 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250761	SAM GS21U 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104255643	SAM A12 OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104255674	SAM A32 5G OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104257678	SAM A12 OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
840104257685	SAM A32 5G OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
SUPM47581	IPHONE SE2020/8/7 OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM47589	IPHONE 7/8 PLUS OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM49461	IPHONE X/XS OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM51054	IPHONE XR OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51763	SAM GS10E OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51768	SAM GS10 OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM51978	MOTO G7 POWER OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM51979	LG K40 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM52232	SAM A10E OB COMMUTER OCEAN WAY	RUGGED	$29.99	$22.49
SUPM52308	TMO REVVLRY PLUS OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234808	PHONESOAP 3	SCREEN CLEANING	$79.99	$59.99
SUPM53589	OTTERBOX DEVICE CLEANING KIT	SCREEN CLEANING	$9.99	$7.49
190198763228	IPHONE XS MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269057	IPHONE 11 SILICONE CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269149	IPHONE 11 SILICONE CASE WHITE-ZML	SLIM	$39.99	$29.99
190199269446	IPHONE 11 PRO LE CASE MEYER LEMON-ZML	SLIM	$49.99	$37.49
190199269477	IPHONE 11 PRO LE CASE FOREST GREEN-ZML	SLIM	$49.99	$37.49
190199269507	IPHONE 11 PRO LE CASE SADDLE BROWN-ZML	SLIM	$49.99	$37.49
190199269538	IPHONE 11 PRO LE CASE BLACK-ZML	SLIM	$49.99	$37.49
190199269590	IPHONE 11 PRO LE CASE MIDNIGHT BLUE-ZML	SLIM	$49.99	$37.49
190199285446	IPHONE 11 PRO CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287532	IPHONE 11 PRO MAX CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287563	IPHONE 11 PRO MAX LE CASE LEMON-ZML	SLIM	$49.99	$37.49
190199287594	IPHONE 11 PRO MAX LE CASE FOREST GRN-ZML	SLIM	$49.99	$37.49
190199287624	IPHONE 11 PRO MAX LE CASE BROWN-ZML	SLIM	$49.99	$37.49
190199287655	IPHONE 11 PRO MAX LE CASE BLACK-ZML	SLIM	$49.99	$37.49

190199287716	IPHONE 11 PRO MAX LE CASE BLUE-ZML	SLIM	$49.99	$37.49
190199287747	IPHONE 11 CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287808	IPHONE 11 PRO SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199287839	IPHONE 11 PRO SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199287860	IPHONE 11 PRO SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199287891	IPHONE 11 PRO SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199287921	IPHONE 11 PRO SIL CASE GREEN-ZML	SLIM	$39.99	$29.99
190199287952	IPHONE 11 PRO SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199287983	IPHONE 11 PRO SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288102	IPHONE 11 PRO MAX SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199288133	IPHONE 11 PRO MAX SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199288164	IPHONE 11 PRO MAX SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199288195	IPHONE 11 PRO MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199288256	IPHONE 11 PRO MAX SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199288287	IPHONE 11 PRO MAX SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288591	IPHONE 11 PRO MAX LE FOLIO BLACK-ZML	SLIM	$129.99	$97.49
190199544536	IPHONE 11 PRO MAX SIL CASE POM-ZML	SLIM	$39.99	$29.99
190199610408	IPHONE SE SILICONE CASE BLACK-ZML	SLIM	$35.99	$26.99
190199610521	IPHONE SE LEATHER CASE BLACK-ZML	SLIM	$45.99	$34.49
190199610552	IPHONE SE LEATHER CASE MIDNIGHT BLUE-ZML	SLIM	$45.99	$34.49
190199651067	IPHONE 11 SILICONE CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651098	IPHONE 11 SILICONE CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651159	IPHONE 11 PRO SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651180	IPHONE 11 PRO SIL CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651210	IPHONE 11 PRO SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
190199651241	IPHONE 11 PRO MAX SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651272	IPHONE 11 PRO MAX SIL CASE GRAPEFRT-ZML	SLIM	$39.99	$29.99
190199651302	IPHONE 11 PRO MAX SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
193575013633	GGL PXL4A 5G FABRIC CASE GREY	SLIM	$40.00	$30.00
194252168134	IPHONE 12MINI LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168332	IPHONE 12/12P LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168530	IPHONE 12P MX LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168615	IPHONE 12MINI SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252168738	IPHONE 12MINI SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252168851	IPHONE 12MINI SIL CASE BLACK	SLIM	$49.99	$37.49
194252168936	IPHONE 12/12P SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169056	IPHONE 12/12P SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169131	IPHONE 12/12P SIL CASE RED	SLIM	$49.99	$37.49
194252169179	IPHONE 12/12P SIL CASE BLACK	SLIM	$49.99	$37.49
194252169254	IPHONE 12P MX SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169377	IPHONE 12P MX SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169490	IPHONE 12P MX SIL CASE BLACK	SLIM	$49.99	$37.49
194252169537	IPHONE 12MINI CLEAR CASE	SLIM	$49.99	$37.49
194252169575	IPHONE 12/12P CLEAR CASE	SLIM	$49.99	$37.49
194252169612	IPHONE 12P MX CLEAR CASE	SLIM	$49.99	$37.49
610214662354	IPHONE 11 GOTO DEFINE CASE WITH BLUE	SLIM	$19.99	$14.99
610214662514	IPHONE 11 PRO MAX GOTO SWELL CASE GREY	SLIM	$19.99	$14.99
610214662521	IPHONE 11 GOTO SWELL CASE PINK	SLIM	$19.99	$14.99
610214662538	IPHONE 11 PRO GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214662965	IPHONE SE2020/8/7/6S/6 GOTO SWELL BLUE	SLIM	$19.99	$14.99
610214663191	SAMSUNG GALAXY S20 ULTRA 5G GOTO SHADE CASE GREY	SLIM	$19.99	$14.99
610214663207	SAMSUNG GALAXY S20+ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663214	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE GREY	SLIM	$19.99	$14.99
610214663245	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE PINK	SLIM	$19.99	$14.99
610214663603	LG V60 THINQ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663856	IPHONE SE2020/8/7/6S/6 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214663931	SAM A11 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214663986	SAM A21 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214664020	LG STYLO 6 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664037	LG STYLO 6 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664051	LG K51 GOTO SWELL PURPLE	SLIM	$19.99	$14.99
610214664068	LG K51 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664075	LG ARISTO 5 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664082	LG ARISTO 5 GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664099	MOTO E GOTO SWELL GREY	SLIM	$19.99	$14.99
610214664105	MOTO E GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664396	SAM A21 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214664402	LG K51 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664976	REVVL 4 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665027	SAM A51 5G GOTO FINE 45 SWELL NAVY	SLIM	$19.99	$14.99
610214665034	REVVL 4 GOTO FINE? SWELL MAGEN	SLIM	$19.99	$14.99
610214665041	REVVL 4+ GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665058	REVVL 4+ GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665065	REVVL 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665072	REVVL 5G GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665089	LG VELVET 5G GOTO FN SWELL GRY	SLIM	$19.99	$14.99
610214665096	REVVL 5G GOTO FINE SWELL NVY	SLIM	$19.99	$14.99
610214665102	REVVL 4+ GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665119	REVVL 4 GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665577	IP 12MINI GOTO DEFINE CLR CASE	SLIM	$19.99	$14.99
610214665591	IP 12MINI GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665614	IP 12/12P GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665638	IP 12/12P GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665652	IP 12P MX GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665850	SAM NOTE20 5G ULTRA GOTO 45 BK	SLIM	$19.99	$14.99
610214666017	SAM NOTE20 5G GOTO FINE SWEL45	SLIM	$19.99	$14.99
610214666024	IP 12/12P GOTO DEFINE CLR NAVY	SLIM	$19.99	$14.99
610214666031	IP 12/12P GOTO FN SWELL MG PPL	SLIM	$19.99	$14.99
610214666048	IP 12MINI GOTO DEFINE CLR NVY	SLIM	$19.99	$14.99
610214666123	SAM A71 GOTO FINE 45 SWELL GREY	SLIM	$19.99	$14.99
610214666505	SAM GS20 FE 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99

610214666529	SAM GS20 FE 5G GOTO FINE SWELL 45 MAG PR	SLIM	$19.99	$14.99
610214666536	OP 8T+ 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666550	GGL PXL4A 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666567	GGL PXL4A 5G GOTO FN SWL45 MGP	SLIM	$19.99	$14.99
610214667205	OP N100 GOTO FINE SWELL 45 AQUA	SLIM	$19.99	$14.99
610214667212	OP N100 GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667229	OP N100 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667243	OP N10 5G GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667250	OP N10 5G GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667304	MOTO ONE 5G ACE GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667311	MOTO ONE 5G ACE GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667328	MOTO ONE 5G ACE GOTO PRO STARRY NIGHT	SLIM	$24.99	$18.74
610214667366	MOTO G PLAY GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667373	MOTO G PLAY GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667489	SAM GS21P 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667502	SAM GS21U 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667533	SAM GS21 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667564	ONEPLUS 9 5G GOTO DEFINE CLR	SLIM	$19.99	$14.99
610214667571	ONEPLUS 9 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214667601	OP 9 PRO 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667618	OP 9 PRO 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214668394	SAM A52 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668400	SAM A52 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668462	SAM A12 GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668479	SAM A12 GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668493	SAM A32 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668509	SAM A32 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668578	SAM A52 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668615	SAM A32 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668646	SAM A12 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668806	SAM A12 GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
810015294628	IP 12MINI SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294635	IP 12/12P SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294642	IP 12P MX SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
840171700008	LG WING 5G CM TOUGH PLUS BLACK	SLIM	$39.99	$29.99
846127199841	SAM GALXY Z FLIP 5G CM BLACK	SLIM	$34.99	$26.24
846127199865	MOTOROLA RAZR 5G CM TOUGH BLACK	SLIM	$34.99	$26.24
846127199971	LG WING 5G CM TOUGH PLUS CLEAR	SLIM	$39.99	$29.99
848709096821	SAM A51 5G SPECK EXOTECH BLACK	SLIM	$29.99	$22.49
SUPM52314	LG K40 T21 STUDIOCOLOUR BLUEMOON	SLIM	$14.97	$11.23
SUPM52448	IPHONE 11 PRO T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52451	IPHONE 11 PRO MAX T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52471	LG ARISTO 4+ T21 STUDIOCOLOUR BLUE MOON	SLIM	$14.97	$11.23
SUPM52600	GOOGLE PIXEL 4 T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM53833	SAM NOTE20 5G ULTRA T21 EVOCLR	SLIM	$39.99	$29.99
TMOM63115	SAMSUNG GALAXY S20 ULTRA 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63122	SAMSUNG GALAXY S20 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63221	SAMSUNG GALAXY S20+ 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM65775	SAM NOTE20 5G LEATHER CASE BLK	SLIM	$49.99	$37.49
TMOM65782	SAM NOTE20 5G LEATHER CASE BRW	SLIM	$49.99	$37.49
TMOM65805	SAM NOTE20 5G SILICONE CASE BK	SLIM	$29.99	$22.49
TMOM65812	SAM NOTE20 5G SILICONE CASE MT	SLIM	$29.99	$22.49
TMOM65836	SAM NOTE20 5G ULTRA CLEAR STND	SLIM	$29.99	$22.49
TMOM65874	SAM NOTE20 5G ULTRA LEAT BLACK	SLIM	$49.99	$37.49
TMOM65881	SAM NOTE20 5G ULTRA LEAT BROWN	SLIM	$49.99	$37.49
TMOM65904	SAM NOTE20 5G ULTRA SIL BLACK	SLIM	$29.99	$22.49
TMOM65911	SAM NOTE20 5G ULTRA SIL WHITE	SLIM	$29.99	$22.49
TMOM66246	SAM NOTE20 5G CLEAR PRO STAND	SLIM	$29.99	$22.49
TMOM66253	SAM Z FOLD2 5G KICK STAND BLK	SLIM	$59.99	$44.99
TMOM66277	SAM GALXY Z FLIP 5G CLEAR CVER	SLIM	$29.99	$22.49
TMOM66284	SAM Z FOLD2 5G LEATHER BLK	SLIM	$79.99	$59.99
TMOM66666	SAM GS20 FE 5G CLEAR STANDING COVER	SLIM	$14.97	$11.23
TMOM666697	SAM GS20 FE 5G SILICONE NAVY	SLIM	$14.97	$11.23
190198893277	APPLE PENCIL 2ND GEN	TABLET	$129.99	$97.49
190199307001	IPAD SMART KEYBOARD	TABLET	$159.99	$119.99
190199568440	IPAD SMART KEYBOARD FOLIO 11-USA	TABLET	$179.99	$134.99
190199569027	IPAD SMART KEYBOARD FOLIO 12.9-USA	TABLET	$199.99	$149.99
190199599956	IPAD MAGIC KEYBOARD 11-USA	TABLET	$299.99	$224.99
190199600539	IPAD MAGIC KEYBOARD 12.9-USA	TABLET	$349.99	$262.49
610214664112	GOTO UNIVERSAL 7-8" TABLET FOLIO	TABLET	$19.99	$14.99
610214664129	GOTO UNIVERSAL 10-11" TABLET FOLIO	TABLET	$29.99	$22.49
610214664136	GOTO UNIVERSAL 7-8" TABLET KEYBOARD	TABLET	$59.99	$44.99
610214664143	GOTO UNIVERSAL 10-11" TABLET KEYBOARD	TABLET	$69.99	$52.49
848709090348	SAM TAB S7 5G SPK BAL FOL BLK	TABLET	$39.99	$29.99
848709090393	SAM TAB S7+ 5G SPK BAL FOL BLK	TABLET	$49.99	$37.49
848709096296	IPAD 8/7TH GEN SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
848709099273	ALC JOYTAB2 SPECK STYLE FOL BK	TABLET	$29.99	$22.49
888462313674	APPLE PENCIL-AME WHITE	TABLET	$99.99	$74.99
SUPM53067	IPAD 7TH GEN SPECK BALANCE FOLIO	TABLET	$39.99	$29.99
SUPM53240	LG G PAD 5 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53241	SAM TAB A 8.4 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53242	MOXEE X800 SPECK STYLE FOL BLK	TABLET	$29.99	$22.49
TMOM61456	SAMSUNG TAB S6 FOLIO BLACK	TABLET	$69.99	$52.49
194252156940	20W USB-C POWER ADAPTER-AME	WALL CHARGERS	$19.99	$14.99
610214662590	GOTO INTERNATIONAL ADAPTER	WALL CHARGERS	$29.99	$22.49
610214662668	GOTO DUAL USB A AND USB C WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662675	GOTO DUAL USB A WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662682	GOTO SINGLE USB A WALL CHARGER	WALL CHARGERS	$14.99	$11.24
745883811649	BELKIN PD 12W/18W WALL + USB C - LGT CABLE	WALL CHARGERS	$39.99	$29.99
745883811656	BELKIN PD 12W/18W WALL + USB C - C CABLE	WALL CHARGERS	$39.99	$29.99
745883816521	BELKIN PD 32W WALL CHARGER + USB C - LTG CBL	WALL CHARGERS	$39.99	$29.99

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Attachment D, Exhibit 1 - Vendor's Device List

885909629022	12W USB POWER ADAPTER	WALL CHARGERS	$19.99	$14.99
SUPM53766	ANKER POWER STRIP PAD W/5 INPUTS	WALL CHARGERS	$39.99	$29.99
SUPM54598	ANKER 20W USB-C POWERPORT PD NANO	WALL CHARGERS	$19.99	$14.99
TMOM68165	SAMSUNG 25W TRAVEL ADAPTER	WALL CHARGERS	$19.99	$14.99
194252192375	MAGSAFE CHARGER-AME	WIRELESS	$39.99	$29.99
194252220061	MAGSAFE DUO CHARGER	WIRELESS	$129.99	$97.49
610214662620	GOTO 10W WIRELESS CHARGING PAD	WIRELESS	$29.99	$22.49
610214664693	GOTO 10W WIRELESS CHARGING STAND	WIRELESS	$39.99	$29.99
610214664709	GOTO 10W WIRELESS PAD - 2 PACK	WIRELESS	$49.99	$37.49
SUPM53836	UBIO LABS 15W PAD	WIRELESS	$49.99	$37.49
SUPM53837	UBIO LABS 15W STAND	WIRELESS	$59.99	$44.99
SUPM53838	UBIO LABS DUAL 15W PAD	WIRELESS	$69.99	$52.49
SUPM53839	UBIO LABS 4-IN-1 15W PAD	WIRELESS	$99.99	$74.99

Attachment D, Exhibit 3
Additional Terms for Master Account Wireless Services

1. Definitions. For purposes of Wireless Services, the following defined terms apply to this Exhibit G:

1.1 "Services" means wireless services provided under a Master Account.

1.2 "**Devices**" means any equipment, for which T-Mobile provides Service, such as a phone handset, tablet, or SIM card.

1.3 "**Master Account**" means the Customer's billing account in the Contractor's system for the purchase and use of services and devices.

1.4 "Network" means T-Mobile's owned wireless network.

2. Pricing. In accordance with the SOW Subsection 1.5.1, T-Mobile Rate Plans have month-to-month Service terms and Customer may terminate a Master Account line of Service at any time. Customer remains responsible for all Charges incurred through the end of such Master Account line's Service term. Customer's use of the Service will be in accordance with the terms and conditions of the Contract and the applicable Rate Plan terms.

3. Orders. Orders will be processed pursuant to T-Mobile's standard activation procedures and must be approved by an authorized designee of Customer. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile's Service for use only by Customer and its End-users, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third party services to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Service area. If Customer has a Device or accessory under T-Mobile's Equipment Installment Program ("**EIP**") or lease, then Customer will refer to the terms and conditions of that agreement.

4. [Intentionally Omitted].

5. Changes.

5.1 Customer-requested changes to Rate Plans will not be effective until the following bill cycle. For Customer-initiated wireless service cancellations, including cancellation of Rate Plans add-ons, T-Mobile will bill Customer for the entire bill cycle in which wireless service was cancelled.

5.2 T-Mobile may impose usage or Service limits, suspend Service, or exclude certain categories of calls, messages, or sessions (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. In the event a Customer has a past due account or is in a payment default, T Mobile may also impose limits on Service or Device orders based on Customer's then-current credit rating. If Customer fails to cancel Service within the relevant timeframe, Customer will be deemed to have accepted the changes. Any service term will remain unchanged by any modification to the account, unless Customer agrees to a new service term as part of such modification. For the price-lock guaranteed Rate Plans in Exhibit B, T-Mobile will not increase Customer's monthly recurring service charges (excluding add-on features, taxes, surcharges, fees, or charges for additional features or Devices) ("**Monthly Recurring Charge**") for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. If Customer switches Rate Plans, the price-lock guarantee for Customer's new Rate Plan will apply (if there is one). The price-lock guarantee is limited to the Monthly Recurring Charges only. Customer agrees that T-Mobile may contact Master Account End-users through the Devices to notify such End-user of changes to or information about their account or the Service.

6. Service Availability, Service Coverage.

6.1 Service is available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at www.t-mobile.com and are only estimates of our anticipated coverage area outdoors. Customer's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer's End-users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability.

6.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on T-Mobile's network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

6.3 Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when End-users are within the T-Mobile coverage area. Customer and its End-users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Service with prior written notice in accordance with Section 3.4 of the Contract. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) more than 50% of a End-user's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; (b) a End-user's Off-Net usage makes it unreasonable for T-Mobile to provide Service to such End-user; or (c) related to T-Mobile's arrangements with an Off-Net provider. If a End-user's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such End-users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations set forth in Section 6 of this Exhibit G.

6.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Services with third party products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third party product, feature or application. Unless otherwise stated in the Contract, T-Mobile may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the Services or Products, and Customer may not receive a refund for any unused portion of the data content.

7. Portability.

7.1 Customer has no proprietary or ownership rights to a specific number ("**Number**"), IP addresses not provided by DMS, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account End-user's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of

the SOW and this Section 7. Unless authorized by T-Mobile in writing, Customer will not use a Number on the Network for any purpose other than access to the public switched telephone network.

7.2 Upon submitting a change of responsibility ("**COR**") request, Customer consents to change both the billing and legal responsibility for the applicable Customer's corporate liable lines ("**CL**") from Customer's responsibility for the CL lines to Customer's employee(s)' responsibility, and Customer agrees to accept both the billing and legal responsibility for the employee(s)' individual liable line(s) ("**IL**"), once released by the employee(s). If approved, the transfer of any EIP (as defined below) balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

8. Billing and Payment of Charges.

8.1 [Intentionally Omitted]

8.2 Customer may have to pay extra charges for calls to some numbers (for example but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See the EUPL for Rate Plan details.

9. International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account End-users' Rate Plan, the and Device. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, End-users may be charged international rates (including for voicemails left for such End-users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to End-users' voicemail and the relevant data rates for data usage. End-users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such End-users and regardless of whether the Device is on or off. End-users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Services and coverage. While roaming internationally, End-user data throughput may be reduced, and End-user Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of End-user Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with End-user Devices. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by Email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Customer and its End-users must familiarize themselves with how to access these services before using the Devices for international roaming.

10. Lost/Stolen Devices. If Customer's Device is lost or stolen ("**Lost Device**"), Customer must (a) promptly notify T-Mobile and T-Mobile will suspend Service for the Lost Device; and (b) provide T-Mobile with reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Device is stolen) within fourteen (14) days. Once Customer notifies T-Mobile that Customer's Device is lost or stolen ("**Lost Device**"), T-Mobile will suspend Customer's Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees, and surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges

incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees and surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. However, the fact that Customer's Device was used is some evidence of authorization. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

11. Service Cancellation, Exchange, and Returns. Customer may cancel a new line of Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Service in Like New condition (defined below). Customer may exchange or return a Device within 30-days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions. A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Even if Customer cancels Service and/or returns any Device as provided herein, Customer must pay all Service and usage Charges incurred thru the end of the return date. If Customer attempts to cancel Service, but does not return the applicable Device or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-Mobile may take one or more of the following actions: (i) prevent such Device from working on any network; (ii) charge subsidy term repayment fee (if such line of service is subject to a subsidy term as set forth in the SOW, Subsection 1.4.1, paragraph 6e); (iii) elect not to process service cancellation; or (iv) charge such Customer the suggested retail price or the cost to repair the applicable Device, (which may be greater than the price paid for such Device), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 11 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

12. Third Party Equipment. If Customer uses third party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third Party Equipment; (b) Customer and its End-users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Service or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("**SIM**"). T-Mobile disclaims all liability for Use of Third-Party Equipment in accordance with Section 9 of the Agreement. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

13. Third Party Products. Customer can purchase services and products ("**Third Party Products**") using its Devices, and charges for these purchases may be included in Customer's Master Account invoice. Customer may block purchases of Third Party Products by emailing T-Mobile at businesscare@t-mobilesupport.com, or contacting Customer Care at (800) 375-1126. Customer's download of Third Party Products is at its own risk. Unless otherwise stated, any support questions for Third Party Products should be directed to the third-party seller identified at the point of purchase. Some Third Party Products may require Customer's agreement to a license or other terms with the third party. Some Devices or Third Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. To use, download, or install Third Party Products that Customer purchases from T-Mobile, the Third Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third Party Products. Whether purchased from

T-Mobile or a third-party seller, any Third Party Products Customer purchases are licensed for personal, lawful, non-commercial use on End-user's Device only. Customer may not transfer, copy, or reverse engineer any Third Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a End-user downloads, installs, or uses any Third Party Products. If Customer or Customer's End -users choose to download, access, or otherwise use Location Based Services ("**LBS**"), including Third Party Products, Customer agrees that any access, use, or disclosure of location information of Customer or Customer's End-users is governed by the terms and conditions set forth by the LBS provider, including the LBS provider's privacy policy. Customer is solely responsible for determining its obligations under and ensuring its compliance with applicable laws and regulations governing the use of LBS or requiring notice or consent, including but not limited to requirements under the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer further acknowledges that (i) T-Mobile is not responsible for notifying End-users using Customer lines upon which Customer or Customer's End-users has enabled LBS that End-user location information may be accessed, used or disclosed in connection with LBS and (ii) such use may require notification by Customer to its End-users. **911 calls.** Calls to 911 from a TTY (teletype device) will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14. Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans.

14.1 Permissible and Prohibited Uses. Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on our Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) Tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan. Examples of prohibited uses include but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any of T-Mobile's policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations. T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile, in its sole discretion, determines action is necessary to protect the Network from harm or degradation.

14.2 Protective Measures. T-Mobile engineers our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible T-Mobile customers and to minimize capacity issues and degradation in Network performance, T-Mobile may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data customers who use the highest amount of data below that of other customers in times and locations where there are competing customer demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice

little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.T-Mobile.com/OpenInternet for details and for current data amount subject to this practice.

14.3 Service Limitations, Connectivity and International Use. Customer acknowledges and agrees that a End-user's use of any Wi-Fi network is permissible ***and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account End-user's use of the Service.*** Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Customer will pay for all internet access charges incurred by Master Account End-users. (*Except as indicated in this Agreement, T-Mobile offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion. Visit www.t-mobile.com/coverage/roaming.)

14.4 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Customer agrees and will inform all Master Account End-users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by T-Mobile, or may not work at all. Customer agrees to review all terms and conditions of such third-party products**. T-Mobile is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Customer's ability to receive emergency services may be impeded. T-**Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

14.5 Emergency Alerts. T-Mobile has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile's GSM wireless Network if available in a End-user's location, or the location of a End-user's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a End-user's phone number) to locate the End-user in order to provide emergency services. If a End-user dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account End-users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block End-users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When End-users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no or very limited information about the End-user's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the End-user's call and the End-user's location; or (iii) a End-user's 9-1-1 call being routed to an emergency response center, which will ask the End-user for the End-user's location and use that information to route the call to a public safety agency.

14.6 Text-to-911: Text to 9-1-1 may be available in some locations where T-Mobile Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based

Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14.7 911 Access: 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's End-users must be prepared to provide information about where the End-user(s) are located. In some cases, 911 communications center operators may not know the End-user's phone number or have information about that End-user's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Services, such as 911 location services, while the port is in process. If any End-user is outside the U.S., such End-user may have to dial a different number than 911 to call emergency services.

14.8 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's End-users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a End-user. Customer agrees to update its Registered Location if Customer's End-users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

14.9 Location Based Services. If Customer downloads or accesses location based services through wireless Services and Products ("**Location Based Services**"), Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Products pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its End-users using Customer lines upon which Customer has enabled Location Based Services that End-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of End-users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws.

15. Network Security. T-Mobile has the right, but not the obligation, to monitor and inspect all network traffic to and from Customer to protect Customer, T-Mobile's network, and others using the Service from communications that pose a security threat. Customer agrees that T-Mobile's exercise or non-exercise of this right will not result in a breach of this contract and that Customer will not initiate any legal action related to the exercise or non-exercise of this right, or any action or inaction by T-Mobile based on that monitoring and inspection activity.

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

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 Additional Terms for Master Account Wireless Services (formerly submitted as Attachment G) with the terms agreed upon in negotiations. If awarded a contract, the intent is for the terms to be incorporated into the EUPL.

F. EXHIBIT H - T-MOBILE ADDITIONAL TERMS AND CONDITIONS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Exhibit H – T-Mobile Additional Terms and Conditions, as is; ***do not make any changes, revisions, exceptions, or deviations.***

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, OEUs, 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).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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. 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.

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FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
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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. 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

*****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
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	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
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
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

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.

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/attachvments/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

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. 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?

Assessment	Evaluator Score
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.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

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.

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.

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 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: www.sunbiz.org
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/attachvments/FCC-18-181A1.pdf

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	

Information	**Experience #3**
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	

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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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

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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

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

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.

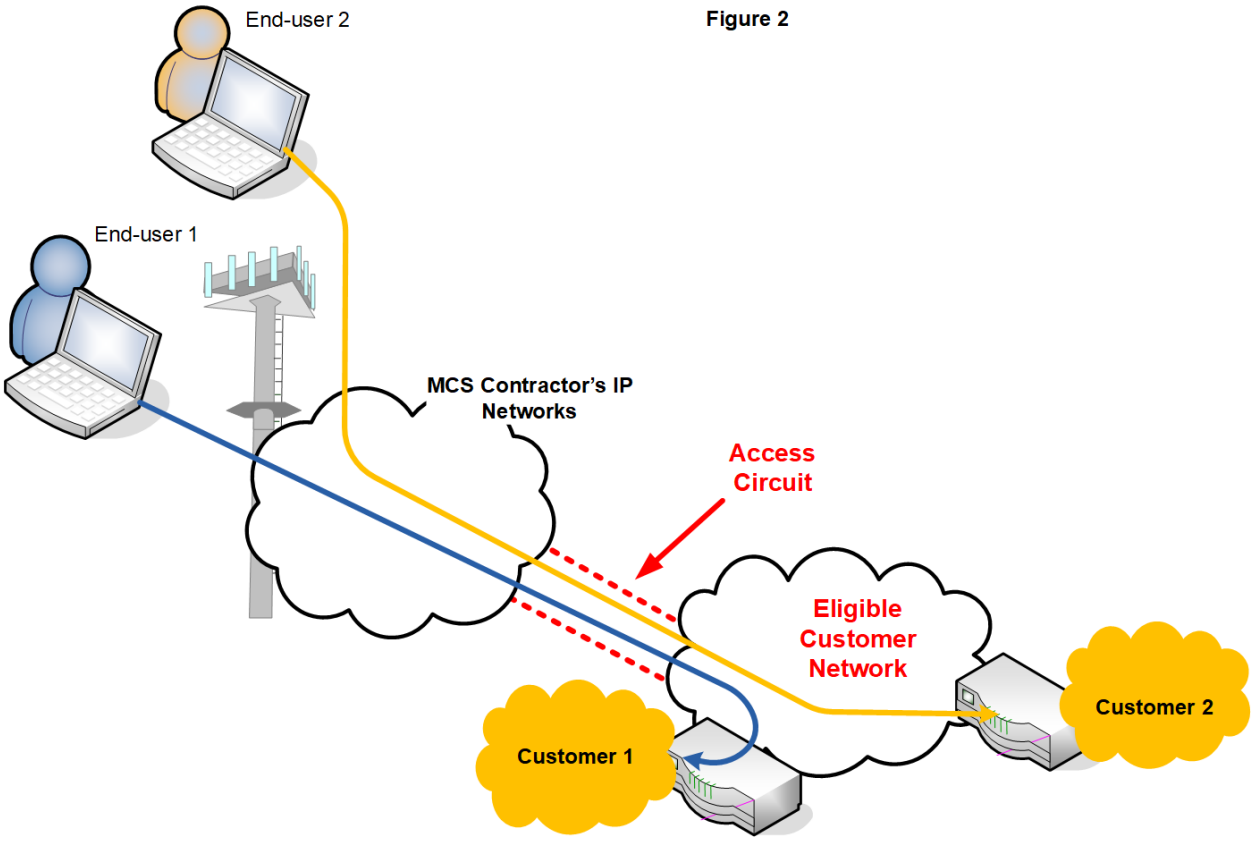
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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.

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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.

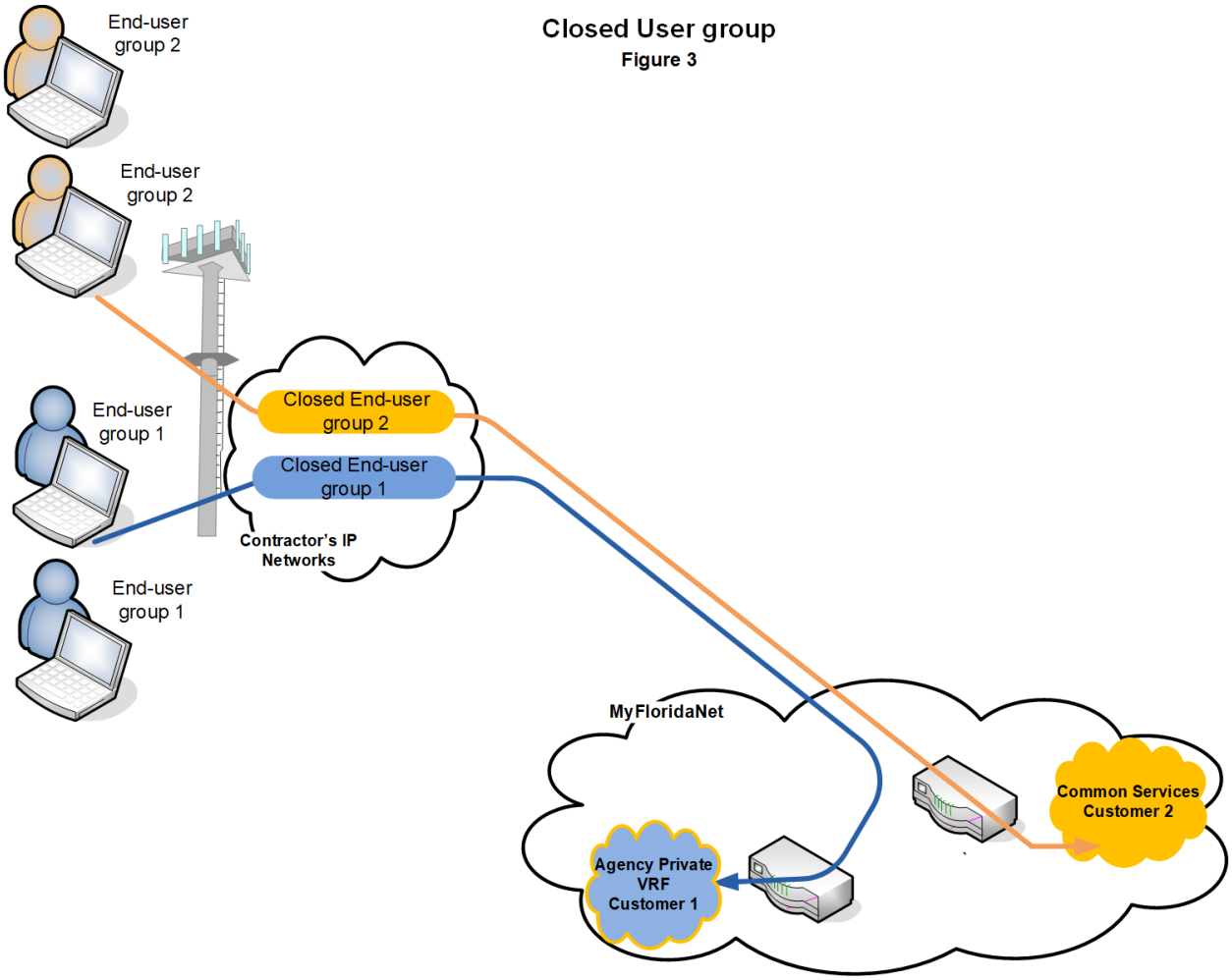
3.5 Wireless Data Service - Closed User Groups

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.



Closed User group
Figure 3

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

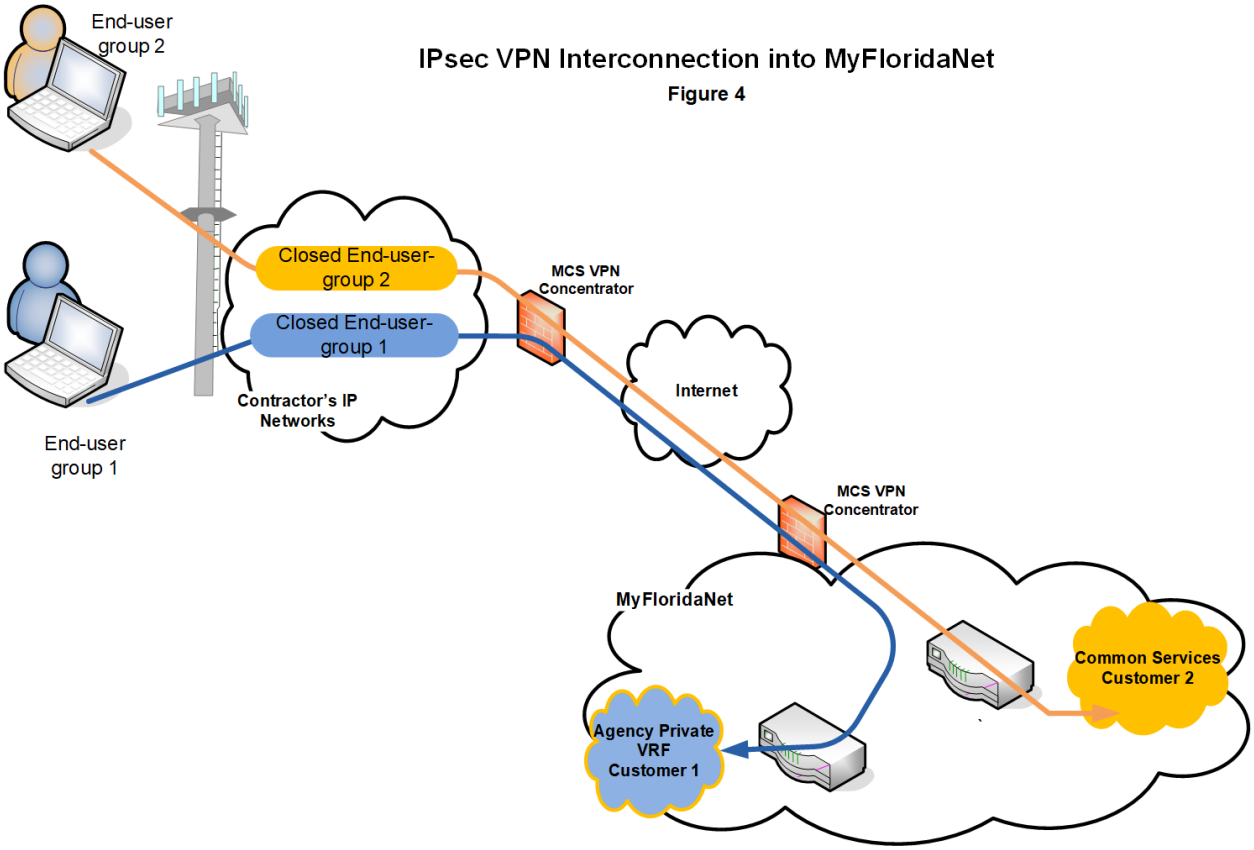
3.6 Wireless Data Service – Network-to-Network Interface Design

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.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

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.

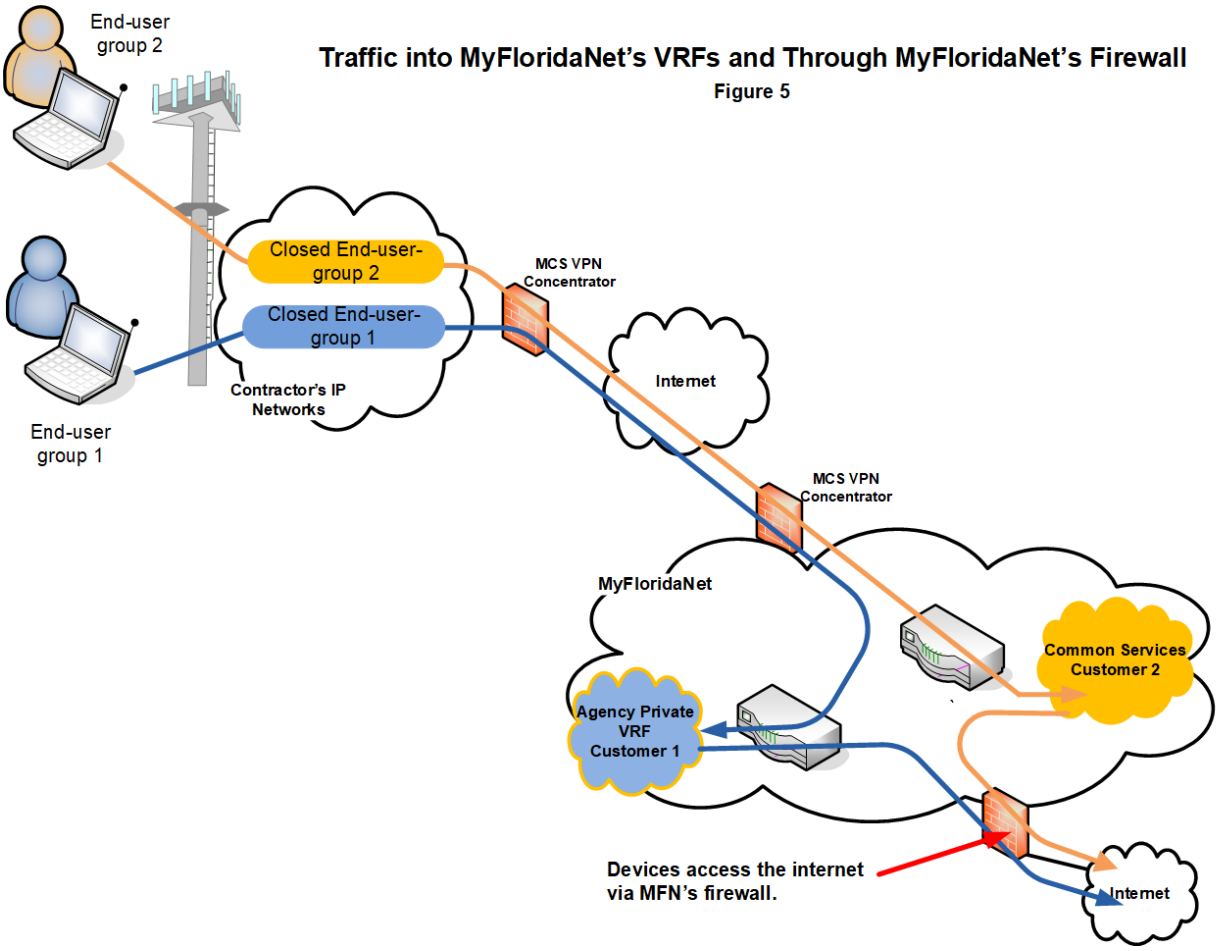
For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration 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.

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Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5



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

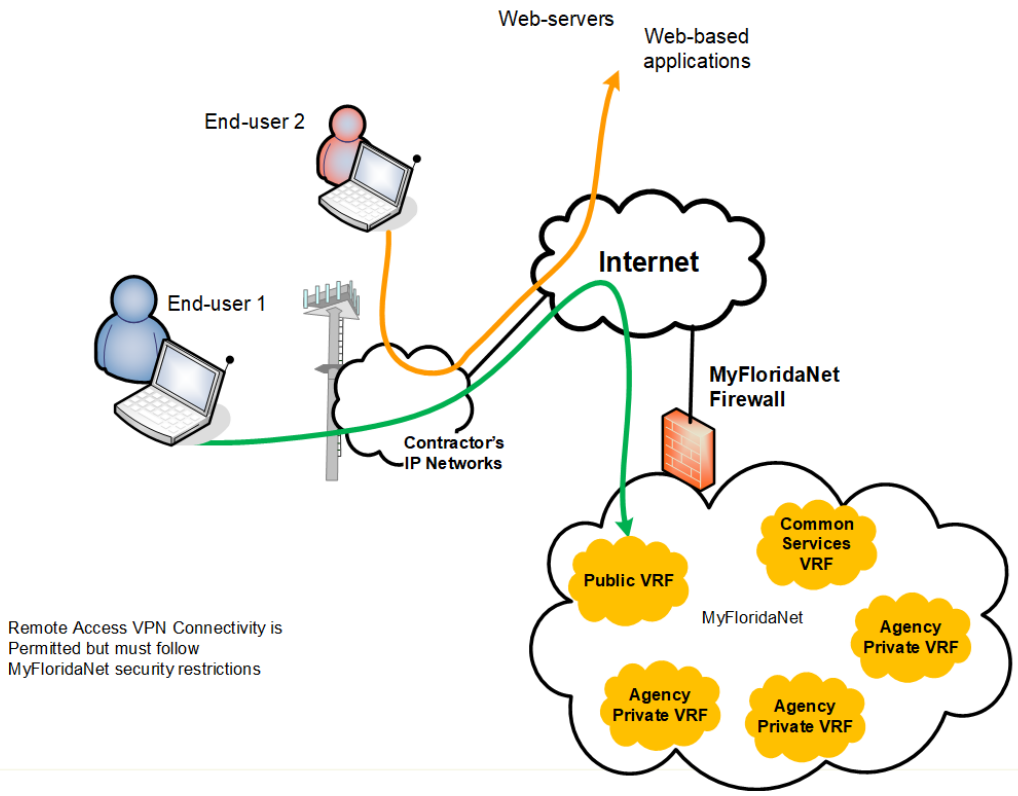
This subsection is applicable to only Wireless Data Services.

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 much4G/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

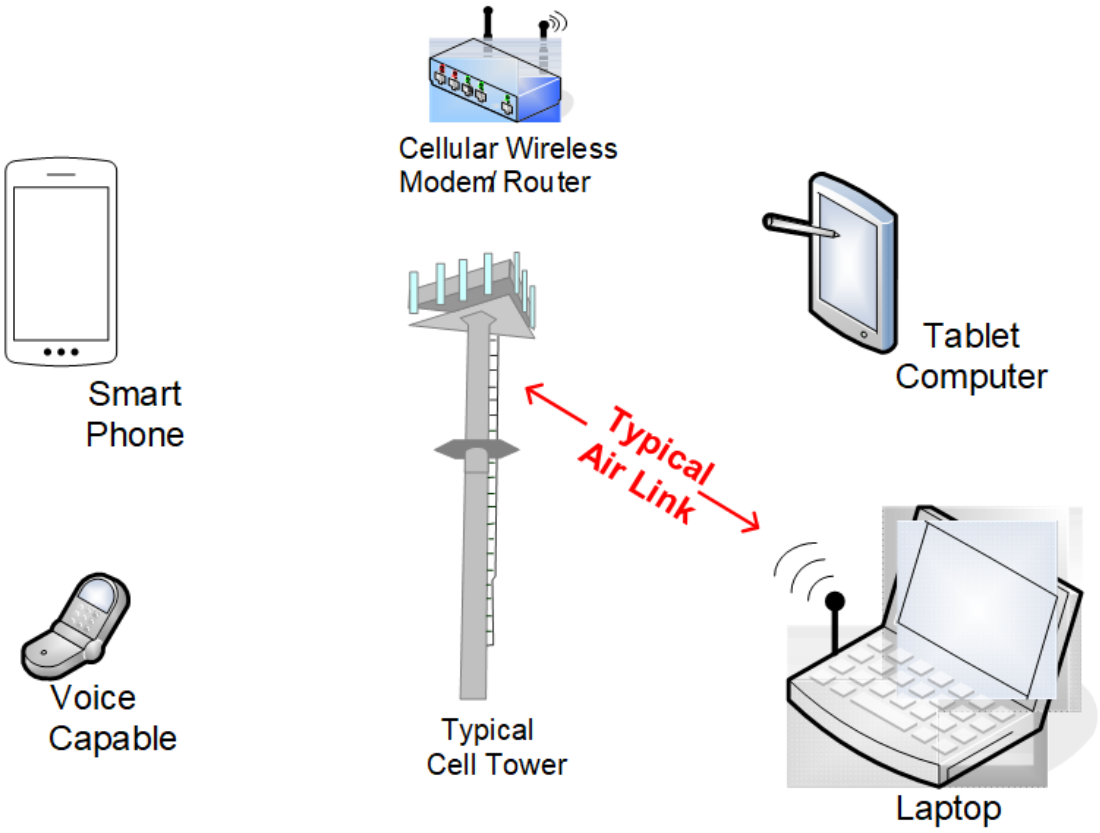
This subsection is applicable to both WVS and WDS.

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.

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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 for 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**
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	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.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	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:

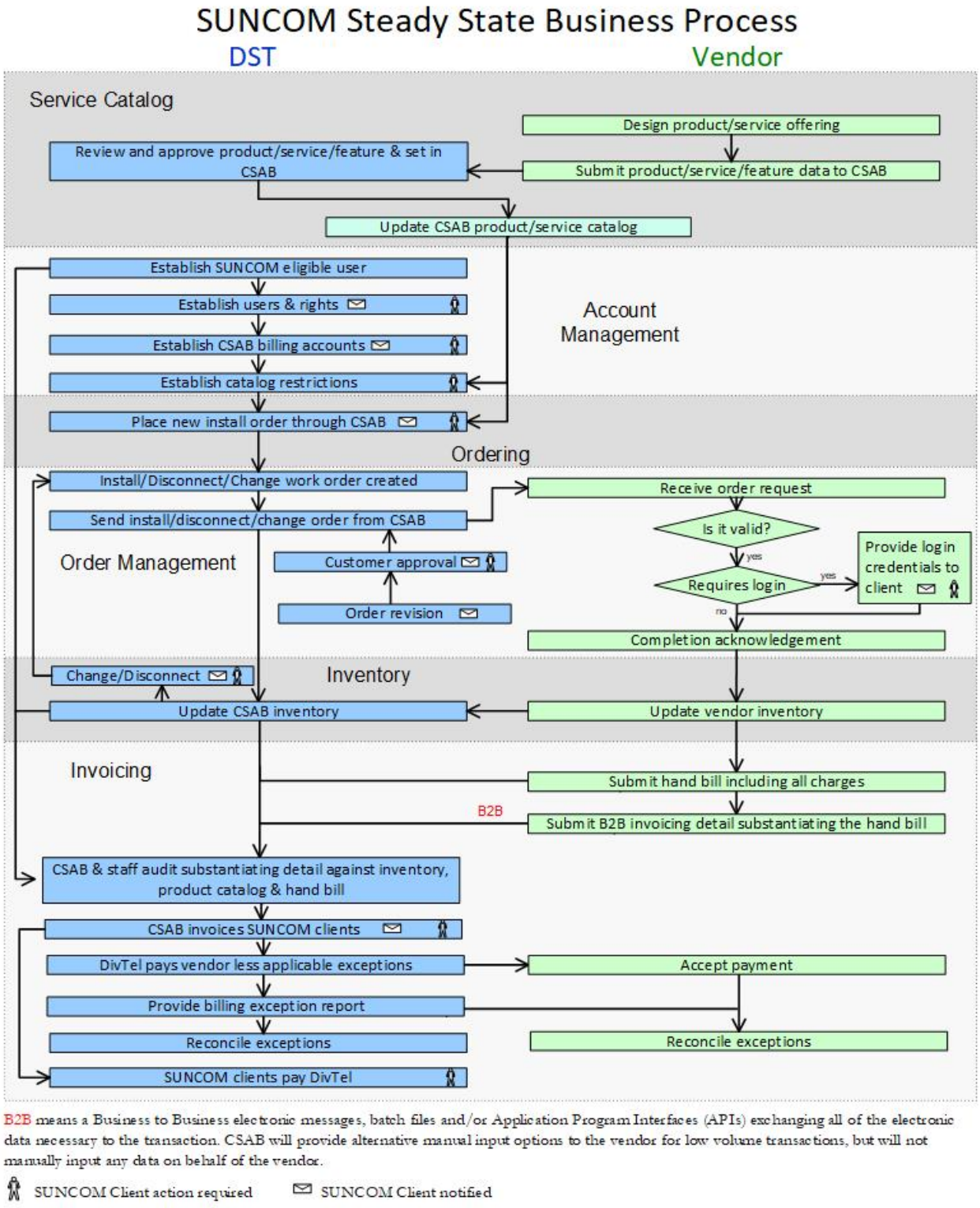
1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

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:

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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 10th 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 1st 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]."

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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

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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 csame 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>

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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 Mangers' 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 (EUPLs) 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.

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.

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 (11th 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 (11th 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, serviceagreements, 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 All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 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 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	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. 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. 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	$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	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	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	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

	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. 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. 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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

	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	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
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

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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 (OEUs), 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
GRAND TOTAL		$ 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 HIGHWAY 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 (OEUs) 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 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
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 COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	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[2].

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 (IUT-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[3]. 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[1].

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

[1] 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.[2] 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

[2] 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[3].

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.

[3] 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[4];
- 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

[4] 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

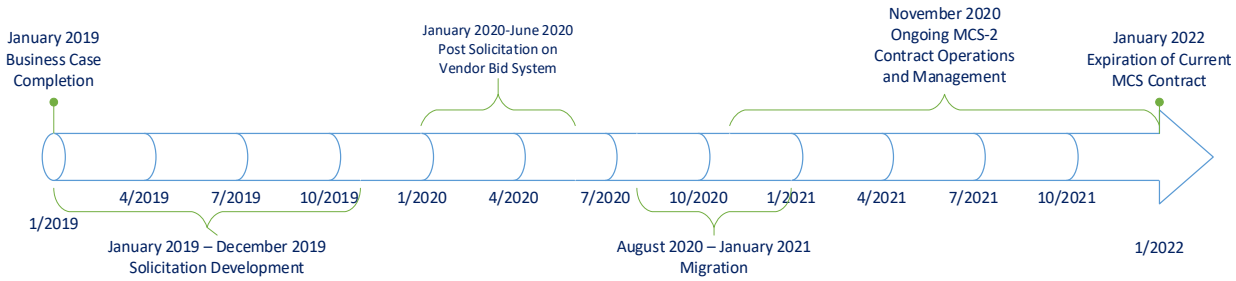
Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

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 Pubic 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 contacts 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.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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. https://portal.suncom.myflorida.com/start/#/login
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.

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

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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

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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 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	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. It is the filing party's responsibility to meet all filing deadlines.

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Jonathan R. Satter, Secretary

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 Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ 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~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guide~~s~~. The Contractor shall provide one (1) WDS and WVS User Guide~~s~~ that provide a set of instructions for the End-user. The User Guide~~s~~ 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 device~~s~~ required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety device~~s~~ ~~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 device~~s~~ 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.

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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 All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~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. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ 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 30th ~~15th~~ 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. 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	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. 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." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "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."
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. 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.' 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. 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. 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. ***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.*** We believe ***there are additional companies*** 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. 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. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - 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: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, 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	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: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	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.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	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"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

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.	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." 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." 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.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? 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	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. 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." 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.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	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? Notifications. Notifications must be for 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 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. **Attachment C, SLA ~~B7,~~ B8, and B9.**	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, ~~or~~ 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. 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),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, 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
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." 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?" See also Section 8 of Addendum No. 2.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

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, 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: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
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 1st of each month and end on the 30th.
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 ~~the 10th calendar day~~ 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: "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 cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	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, 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, 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. See also ITN section 4.4, Negotiations. 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 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ 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, 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, 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, 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, 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, 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, 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, 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, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, 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, 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, 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, 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, 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: "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. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, 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: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ 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, 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: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ 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, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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

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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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

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. It is the filing party's responsibility to meet all filing deadlines.

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Ron DeSantis, Governor

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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 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. It is the filing party's responsibility to meet all filing deadlines.

Attachment G – Additional Terms and Conditions

1. **Restrictions.** Except as specifically provided in the Statement of Work (SOW) or for State inter-agency transactions, the Department and Customer agrees not to (i) resell any aspect of the service, or (ii) bundle any aspect of the service with any product or device not directly provided to the Department or Customer by Contractor, whether for profit or otherwise. The Department or Customer has no proprietary or ownership rights to a specific number, IP addresses not provided by the Department, or e-mail address assigned to the Department, Customer or Customer's device as part of a service or product. The Department or Customer and its End Users will not use the service or products to send any harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. The Department, Customer and its End Users will not use the services or products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the services or products to circumvent any of Contractor's policies (e.g., privacy, network management policies); (c) violates intellectual property rights; (d) conflicts with applicable laws; or (e) is not in accordance with this Contract. If Contractor suspects any violation of the foregoing, Contractor may suspend the suspected violator's service. If Contractor confirms any violation of the foregoing, Contractor may deactivate the violator's service with prior written notice in accordance with Contract Section 3.4, Payment Invoicing.

   1.1 Security. Customer will protect usernames and passwords for the Customer's billing account in the Contractor's system for the purchase and use of services and devices (master accounts). Customer will promptly notify Contractor of any unauthorized use of Customer's master account or other security breach of master account information or credentials, or any fraudulent use of the master account, where Customer has knowledge. Customer is responsible for all master account usage. Customer will cooperate with Contractor in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its master Accounts.

2. **DISCLAIMER OF WARRANTIES.**
CONTRACTOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "**CONTRACTOR PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF CONTRACTOR'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY CONTRACTOR PARTIES. CONTRACTOR PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. CONTRACTOR PARTIES DO NOT WARRANT THAT THE INFORMATION, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. CONTRACTOR PARTIES DO NOT GUARANTEE THAT CUSTOMER'S

COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD PARTY PRODUCTS AND SERVICES.

3. PRIVACY

Contractor receives limited personal information necessary to allow Contractor to manage the relationship with Customer under Customer's master account, such as the business contact information of the employee Customer designates to manage the master account. Contractor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("**CPNI**") under FCC rules (47 USC §222), and other important information related to use of data services, which is not CPNI. In accordance with Section 9, Data Security, of the Contract, Contractor will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with Contract Section 9, Data Security, and its privacy policy at www.t-mobile.com/privacy, as amended from time to time.

4. ACCOUNT ACCESS AUTHORIZATION

Customer authorizes Contractor's authorized support staff to access Customer's master accounts to perform maintenance, service, or security functions where warranted by Contractor business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes but is not limited to: change of address where Contractor receives notice of such a change from the US Postal Service, or the security passwords where we detect a password compromise.

5. TECHNOLOGY EVOLUTION

5.1 In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its services, products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection 5.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any service, product, network standard, or technology without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the affected service, product, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

5.2 If Contractor takes any action set forth in subsection 5.1 above, Contractor will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in the Contract for Customer, (b) Contractor uses for billing, or (c) set forth in a Purchase Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

6. TAXES, SURCHARGES AND FEES

6.1 To the extent authorized by Florida law, Contractor will invoice Customer's master account for any taxes or government-sanctioned surcharges and fees that the Contractor is required to collect by law and pay to public entities. Contractor may also invoice Customer a Federal Universal Service Fund (FUSF) surcharge to recover the costs of Contractor's contribution to the FUSF incurred in provisioning the Services to Customer. The FUSF surcharge rate varies by quarter.

6.2 Tax Situs. Customer will provide accurate information to Contractor regarding Customer's place(s) of primary use ("PPU") of the services and products purchased under this Contract. Customer will notify Contractor of any changes to its PPUs, which should reflect Customer's street address representative of where Customer's use of the service or products primarily occurs. In the absence of such information, Contractor, in its sole discretion, will use the best information available to determine the correct situs for Taxes and Fees and charges applicable to the services and products purchased by Customer under this Contract. If Customer provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the service area associated with its master account numbers, Customer may be assigned a default location in the State of Florida for Taxes, Fees and surcharge calculation, which may result in a higher or lower charge for certain Taxes and Fees and surcharges.

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850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006C

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSign Envelope ID: 7A8E64EC-7F69-45F7-9E9B-B2528340E7F8

CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work
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

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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 Cellco Partnership d/b/a Verizon Wireless (Contractor) with offices at 4075 Esplanade Way, Suite 226, Tallahassee, FL 32399, 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 91st 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.

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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
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.

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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.

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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

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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

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.

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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

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

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:

Miko Baldwin
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, 2nd Floor, Annapolis Junction, MD 20701
Telephone: (240) 280-3563
Email: Miko.Baldwin@vzw.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:

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Tom Madden
Cellco Partnership d/b/a Verizon Wireless
4075 Esplanade Way, Suite 275, Tallahassee, FL 32399
Telephone: (850) 294-5171
Email: Tom.Madden@verizonwireless.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 (EUPLs) 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.

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

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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.

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

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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 (11th 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 (11th 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

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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.

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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 contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

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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.

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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

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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

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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.

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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

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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 and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to 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. To the extent necessary to verify the Contractor's claims for

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payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written 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 providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly 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 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.

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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.

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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.

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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.

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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

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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

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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.

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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

8/24/2021

Date

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSigned by:
Todd Loccisano
CD86E5219D09460...

Signature

Todd Loccisano
VP - Commercial Deal Management (Wireless), Verizon Business Group

Print Name and Title

7/27/2021 | 9:59 AM MDT

Date

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor

Contract No.: DMS-19/20-006C
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 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. https://portal.suncom.myflorida.com/start/#/login
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.

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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

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Department of MANAGEMENT SERVICES
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Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

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

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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).

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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

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 Device List

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.

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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

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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.

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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.

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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.

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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).

Verizon's Evolving Technology

Verizon acknowledges the importance of ensuring delivery of services and devices that keep pace with rapidly evolving technologies and related service plans for customers purchasing under the State of Florida contract for Mobile Communication Services. In order to achieve this end, your Government Account Manager will keep DMS's authorized POC abreast of developments made possible through technological advancements as they become commercially available. As new technology becomes commercially available, DMS may add new plans, features and equipment that take advantage of the technology's functionality. If new equipment is needed, then the State may order new equipment in accordance with the terms and conditions for equipment upgrades as outlined in your overarching contract. Please note that the purchase of new equipment may require an extension of applicable line terms.

Verizon acknowledges the requirements for updating Vendor's Device List and EUPL as detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List. In order to ensure that we are offering the latest generation of devices and related service plans to DMS, Verizon can provide DMS with Quarterly Business Reviews (QBRs). These QBRs include, but are not limited to: a review of your recent account activity; cost saving opportunities and account optimization strategies; a discussion of new technologies, products and services; and any other items that you would like to discuss with us. From time-to-time your Government Account Manager may present new products, services, and offers outside of the QBR.

Our Commitment to the Verizon Wireless Network

Network leadership is the central element of our strategy, and we are continually investing in our network to extend our leadership. Since 2000, we have invested more than $145 billion nationwide to build and enhance our wireless network, and continue to make significant network-related capital investments, including spectrum acquisitions.

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We've deployed multiple LTE Advanced features on our network that already contribute to our unparalleled, award-winning network performance; and we've led the charge in harnessing unlicensed spectrum with our work on LTE-Unlicensed (LTE-U) (precursor to License Assisted Access [LAA]) and Citizens Band Radio Service (CBRS) @ 3.5 GHz. By design and with consistent investment over time, we are in a great position to continue to meet the needs of our customers with the nation's most reliable network, and to extend our lead over the competition.

We are focusing our capital spending on adding capacity and density to our 4G LTE network while also building our next generation 5G network. We are densifying our network by utilizing small cell technology, in-building solutions and distributed antenna systems. Network densification enables us to add capacity to address increasing mobile video consumption and the growing demand for Internet of Things (IoT) products and services on our 4G LTE and 5G networks.

Our thoughtful technology choices, well-rounded spectrum assets and excellence in execution position us for continued 4G distinction and 5G leadership. Verizon has multiple network-related projects underway or planned for the near future.

5G Technology
Verizon is here. 5G will deliver enhanced fixed and mobile broadband, low-latency services and massive scale for IoT, which will transform all industries. 5G won't be a wireless "evolution," with better speeds and feeds, but a true revolution changing the way we work and interact: This means more connected services and devices, and higher broadband capacity that can benefit our entire society.

We started with America's most reliable network. Now, we're providing 5G Nationwide coverage for more than 200+ million people in 1,800+ cities. And, we have expanded our 5G Ultra Wideband, the fastest in the world*, to select areas of 57 cities.

- 5G Ultra Wideband uses the high-band, ultra-wide millimeter wave spectrum to deliver 5G. These ultrafast speeds and reduced lag time (latency) can enable advancements in technology such as augmented and virtual reality, autonomous cars, connected cities and more.
- 5G Nationwide uses low-band spectrum enabled by dynamic spectrum sharing (DSS), which allows customers with 5G-enabled devices to use the high-frequency millimeter spectrum 5G Ultra Wideband network where it is available and fall back on the low-frequency 5G Nationwide network where it is not available.

With these 5G technologies, our network has the power to deliver on eight capabilities, or currencies: Peak data rates, mobile data volumes, mobility, number connected devices, energy efficiency, service deployment, reduced latency and improved reliability. Initially, customers should expect our 5G Nationwide network to perform similarly to our award winning 4G LTE network. Performance and coverage will continue to grow over time.

*Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020. © 2020 Opensignal Limited

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For Verizon, there are four critically important foundational elements that underpin the construction of our 5G network: Optical fiber, abundant Radio Frequency spectrum, Software-Defined Networks (SDN) and mobile-edge computing (MEC).

- **Fiber:** We are reinventing our network architecture around a common fiber platform that will support both our wireless and wireline businesses.
- **Spectrum:** In addition to our low and mid-band spectrum, we have spectrum licenses in the 28 and 39 Gigahertz (GHz) band, collectively called millimeter-wave spectrum, which is being used for our 5G-technology deployment.
- **Software**-Defined Networks (SDN): As organizations strive to stay ahead of the competition in an increasingly digital economy, we've expanded our offerings to help them accelerate their digital transformation to support future 5G capabilities. Verizon's Virtual Network Services will support 5G devices on software-defined wide area network (SD-WAN) platforms, making it easier to manage network traffic and application performance across a wide area network on both public and private networks. An extension of SDN is network slicing, the ability to partition the network into varying service levels of performance and offerings.
- **Mobile Edge Compute (MEC):** We will use multi-access edge computing to move intelligence to the edge of the network, to minimize latency, and to maximize network efficiency. We will also build in privacy measures that understand data context, including location.

Verizon's network legacy is rooted in being the first to deliver to customers the next-generation of wireless technology, nationwide, before any other carrier.

- On October 1, 2018, we launched the first commercial 5G network – our 5G Home Internet service for consumers – in parts of four cities on our 5G Ultra Wideband network; additional cities continue to be added
- In 2019, Verizon focused on dense, downtown areas and public spaces, and then rapidly expanded 5G availability
- Through October 2020, Verizon has launched our 5G Ultra Wideband mobile network in select areas of 57 cities as well as parts of 43 stadiums and arenas and 7 airports, with a goal of 60 cities by the end of 2020
- On October 13, 2020, Verizon launched its 5G Nationwide network enabled by DSS in 1,800+ cities

With 5G, we will continue to drive innovation across the technology landscape to bring new solutions to market for our customers.

Your Government Account Manager can provide additional network roadmap information through an Executive Briefing.

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.

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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;

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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.

Verizon's Florida Government Support

Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Structure:

Managing Partners (MP) are responsible for teams that are geographically dispersed between North, Central and South Florida. Each MP team consists of Government Major Account Managers (GMAM) and Senior Managers (SM) reporting directly to the MP while a team of Government Business Account Managers (GBAM) report directly to the Senior Manager with a dotted line to the MP. In addition, there are Government Business Account Specialists (GBAS) dedicated to each MP team for customer and team support. Additional support for the MP teams is provided by a team of Government Solutions Architects (GSA) that are geographically assigned to support the local teams, Global Enterprise Advisors dedicated to supporting billing and escalations issues within our larger accounts, Coordinator Business Operations (CBO) supporting the operations aspects of our current contract and a Client Partner (CP) which functions as the account and contract manager.

Current Head Count

- Managing Partners- 2
- Senior Managers-3
- Client Partner-1
- CBO-1
- GMAM-10
- GBAM-13
- GBAS-5
- GSA-4
- GEA-3

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

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In the event of any change to any member of your account management team, we will work with DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

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.

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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.

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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

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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 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.

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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.

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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.

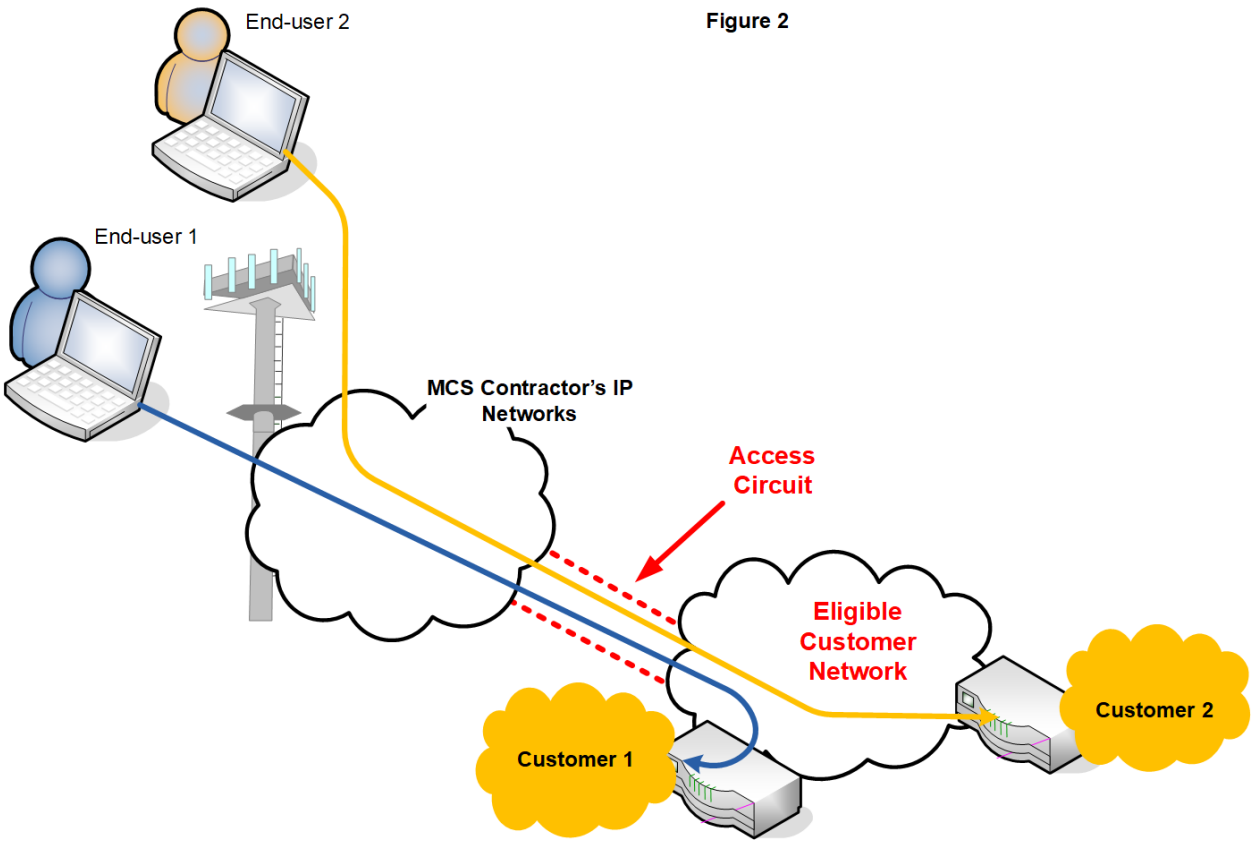
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer’s network.

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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.

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Access Circuit
Figure 2



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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

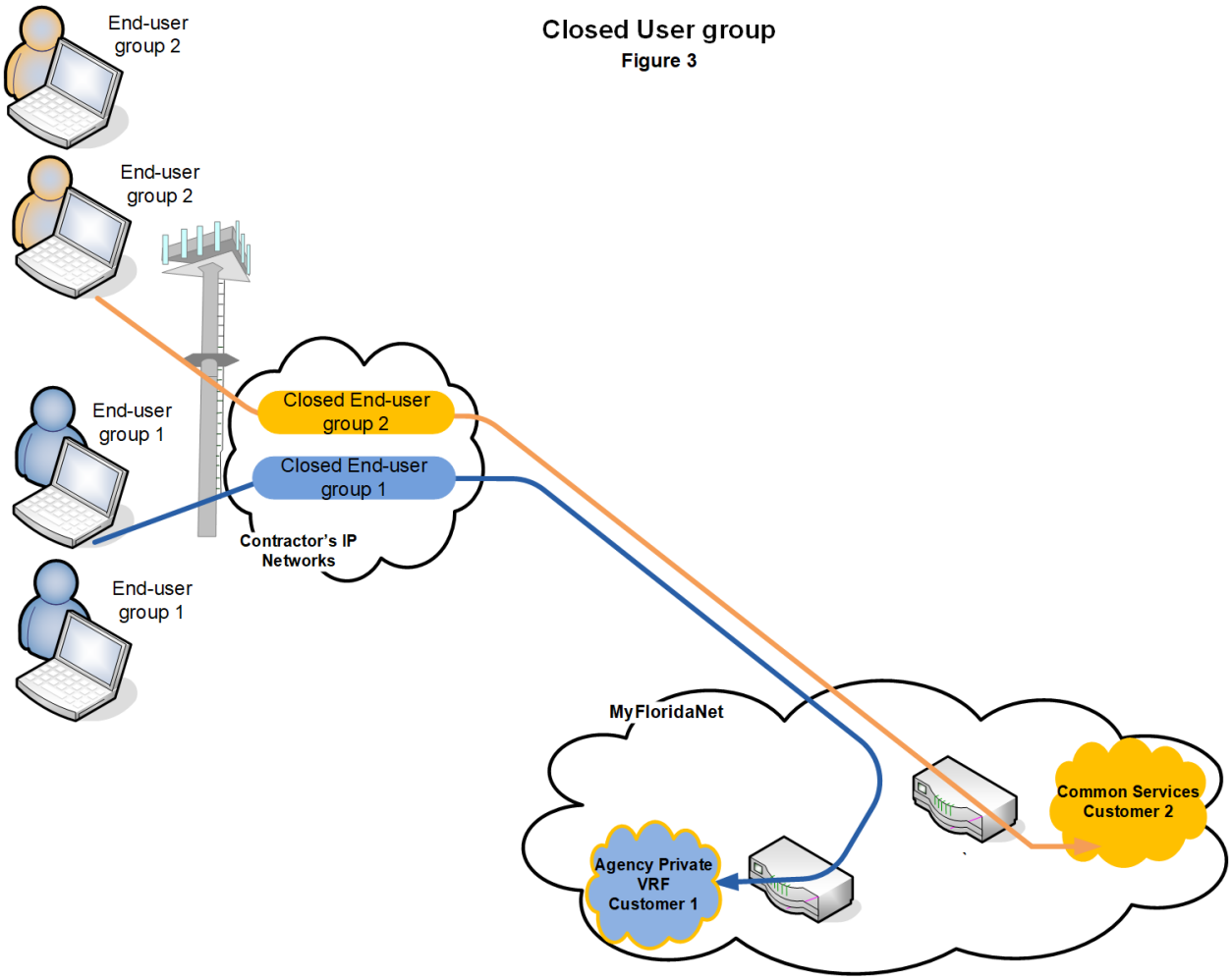
This subsection is applicable to only Wireless Data Services.

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.

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Closed User group
Figure 3

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

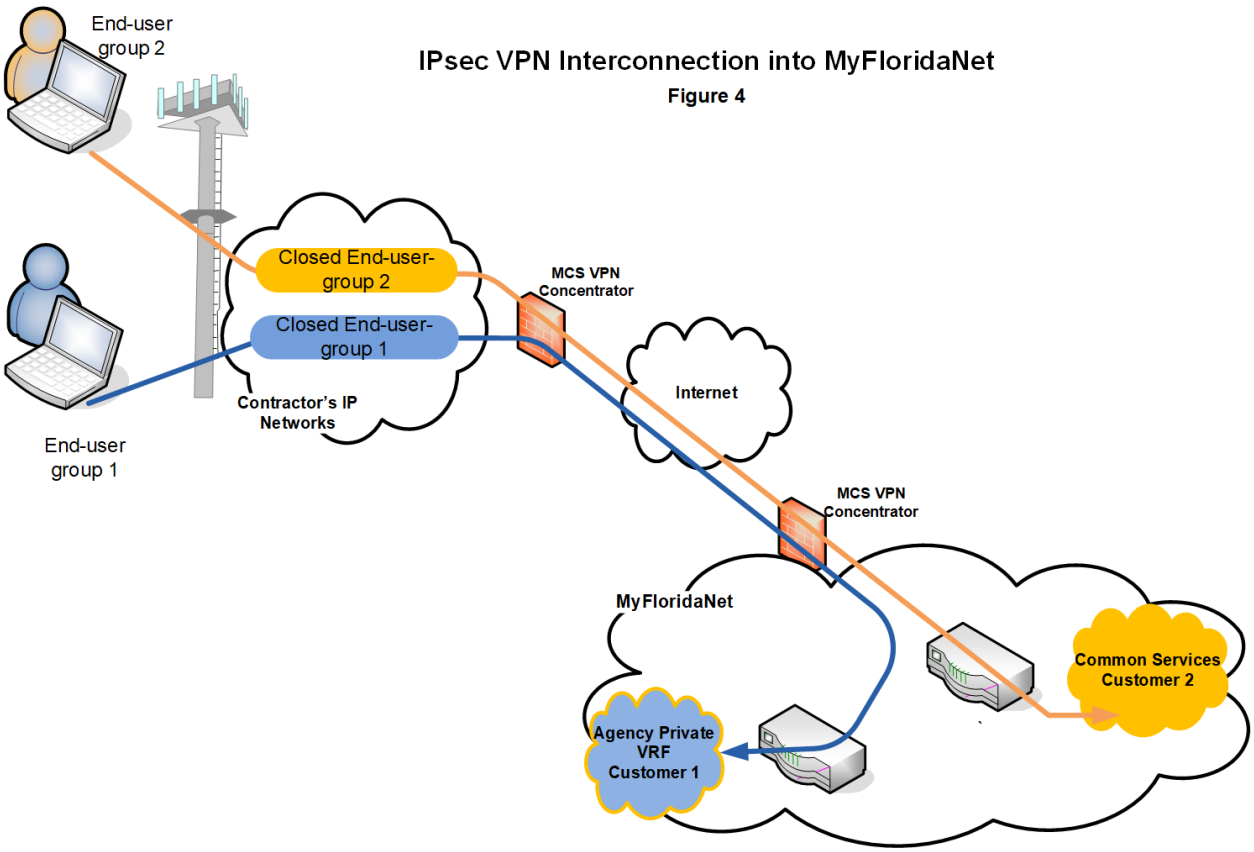
3.6 Wireless Data Service – Network-to-Network Interface Design

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.

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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.



IPsec VPN Interconnection into MyFloridaNet
Figure 4

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

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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.

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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)

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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.

Advantages of Verizon Wireless Private Network

Verizon has been providing a Network to Network Interface into the MFN Network utilizing our Private Network Platform, as highlighted below, since 2012. The solution provides redundant connectivity into the VZ Network with a primary connection in Charlotte, NC and redundant/failover connection in Nashville, TN. As of 2018 these connections terminate into the new MFN2 network in Tallahassee, FL as the primary with Miami, FL being the redundant/failover connection. During migration to the MFN2 network, failover was tested and proved successful as did the successful migration of several live Closed User Groups.

Verizon Wireless Private Network enables DMS to use the state existing MFN network routing schemes and network protocols to manage the state wireless devices via a secure link between the wireless environment and agency local area network (LAN).

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

- Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.
- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost effectively power their networks.

Enhanced Features of Private Network

Tiered Hierarchy

Tiered Hierarchy design provides separate accounting/billing of data traffic for customers with multiple agencies, business units, departments or organizations whose data traffic traverses over a single Private Network. Billing can be separated for each agency, business

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unit, and department or organization profile. It allows the financial cost to be attributed to the correct company or department.

Dynamic Mobile Network Routing
Dynamic Mobile Network Routing (DMNR) allows accessing IPv4 addresses of devices that are connected to wireless router for easier support and management. DMNR is a network-based mobile technology providing dynamic routing and support for mobile or stationary routers in primary wireless access or automatic wireless backup configurations using Mobile IPv4-based Network Mobility (NEMO) protocol, without the need for Generic Routing Encapsulation (GRE) tunnels or network address and port translation. This delivers the any-site-to-any-site connectivity wireline customers expect when solutions extend the corporate network (e.g., intranet).

Service Based Access
Service Based Access (SBA) is an optional configuration for Private Network that allows subscribers to have the same experience with assisted GPS (aGPS); Multi-Media Services (MMS); and Visual Voicemail as they have on the consumer network but with the added security of Private Network.

Traffic Management
Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers with a premium and differentiated network experience. Private Network Traffic Management uses Quality of Service (QoS) technology to enable application differentiation over the LTE Private Network using standards-based IP packet marking.

Private Network Traffic Management has a Monthly Access Fee per user according to the level of service selected. Private Network Traffic Management subscribers have access to two Classes of Services (CoS), Enhanced and Premium, to prioritize applications.

- **Enhanced:** Allows mapping of business applications up to a maximum of 2.0 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.
- **Premium:** Allows mapping of business critical applications up to a maximum of 12 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.

Private Network Traffic Management subscribers have the flexibility of mapping their business critical applications to the respective CoS.

Private Network Traffic Management (PNTM) capability is not available when roaming off the Verizon wireless network since the roaming partner’s network cannot establish the dedicated bearer, i.e., channel created between the device and gateway for transporting IP packets, used for PNTM.

International Roaming
International Roaming enables Private Network customers to have connectivity for their devices (such as Smartphones, Tablets, Machine-to-Machine/Internet of Things) when leaving the Verizon wireless network footprint (a.k.a. “outbound roaming”) on approved international roaming providers’ networks, whose wireless technologies include GSM, UMTS, HSPA, or 4G LTE.

Account Records Streaming
Private Network supports the option to have a direct feed of accounting records (Start and Stop fields/attributes) sent from the Verizon Data Streaming Server (DSS) to a designated

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customer accounting server at no additional cost. The customer will receive the raw data (without modification or customization) can be parsed per the customer's reporting needs. The customer's receiving server must be capable of receiving and acknowledging raw accounting information.

Split Data Routing
Verizon Wireless Private Network customers looking for a more efficient way to route data traffic can do so with our split data routing solution. When you split the data flow, you can send secure private data one way and public traffic another. This separation reduces a customer's cost of managing in-house network capacity and firewall policies. Dual Access Point Name (APN) capability allows split data routing where the device uses multiple data connections – one to the Internet and another to Private Network.

How it Works
The functionality is device-driven, where the APN Class 3 (VZWINTERNET) data traffic is associated with an Internet designation and the APN Class 6 (the APN associated with the customer's Private Network) data traffic is for the Private Network.

- Device establishes data connectivity for APN Class 3 and 6.
- Device routes data to the designated APN Class 3 or 6 Packet Data Network.
- Customers must ensure that device security is implemented to protect private data from Internet data and to preclude:
  - mixing data packets associated with the Internet and Private Network
  - Internet data from traversing Private Network and private data traffic from the Internet
  - any Internet threats (e.g. virus, malware) from corrupting private data
- Verizon will route Internet data to our Public gateway and private data to the Private Network gateway with the connection to the customer's network.

The wireless device selected must have the ability to:

- Support multiple APNs including APN Class 3 and Class 6.
- Route Internet designated data traffic using the APN Class 3 and data traffic categorized for the customer's Private Network using APN Class 6.
- Separate Internet and private data traffic to ensure Internet data uses APN Class 3 only and private data uses APN Class 6 only.

Split Data Routing with Multi-Party Billing

Split Data Routing with Multi-Party Billing extends Verizon's billing and rating architecture to take a single MDN (Mobile Destination Number) and assign multiple financially responsible parties based on various service-based data streams from the same device.

- Only available on government-liable devices with Verizon's Private Network.
- Verizon bills enterprise for Mobile Private Network traffic and bills other enterprises/consumer for Internet traffic.

Verizon's Commitment to Industry Standards
Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Verizon Wireless executives are active participants in national wireless industry associations and organizations focusing on the latest technology and public policy developments. They are invited regularly by these groups to take on leadership positions to lend their knowledge and expertise.

DMS Private Network Design
Today, Verizon Wireless uses VRF isolation to isolate closed user Groups and handoff traffic to the IPSec tunnels provisioned across the Internet.

The Verizon Wireless Private Network offering is built around isolating the SUNCOM Client IP traffic from all other Private Network and Consumer traffic. At all points between the mobile device and the MFN network the SUNCOM Client IP traffic is encapsulated in a tunnel, isolated in a dedicated VLAN, VRF, PVC, etc. There are no “backdoor” or alternate paths into or out of this isolated environment which would allow access from any other entities or devices.

It is a standard option to permit or deny traffic within and between different SUNCOM Closed user Groups. This can be done as granularly as needed such that Group A could be permitted to communicate with other Group A devices as well as Group B devices, whereas Group C could be blocked from talking to other Group C devices as well as Group A and Group B devices.

Verizon has created and maintained closed user groups. The closed user group is designed and configured so to isolate one closed user group’s IP traffic from all other. Each closed user group correlates to one unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

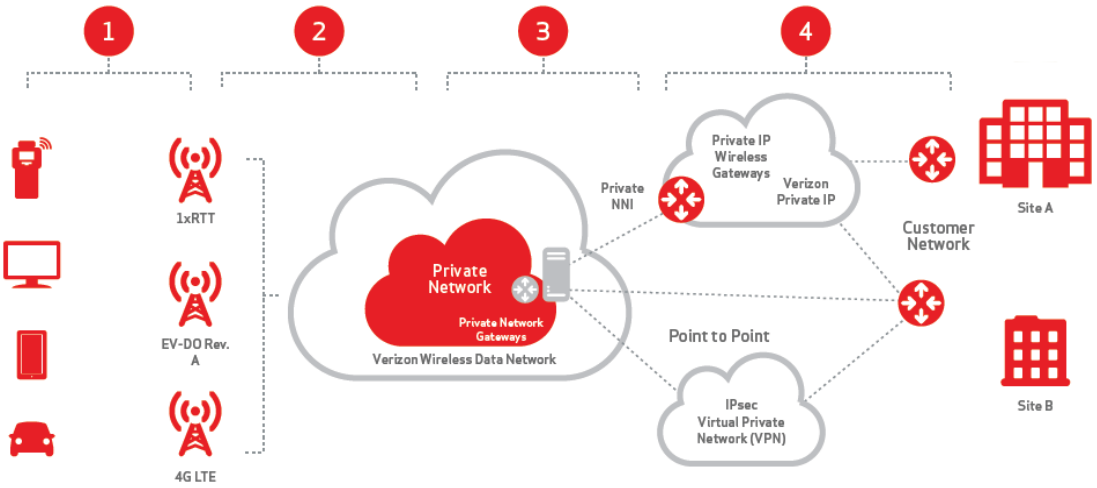
Redundancy
Network redundancy provides a backup path when the primary connection experiences a failure and can no longer support data traffic. Each Private Network is built with a primary and secondary gateway where the secondary gateway acts as a hot standby to provide support when the primary gateway has experienced a failure and can no longer operate. Once the primary gateway becomes operational, traffic will be redirected to the primary gateway, and the secondary gateway will go back into hot standby mode.

Connectivity redundancy provides a backup path when the primary connection between Verizon and the enterprise network experiences a failure that prevents traffic from moving over the connection. Verizon requires the connectivity redundancy.

Verizon Wireless Private Network Security
Data travels from wireless devices connected to the Radio Access Network, through the Private Network to a dedicated connection to the organization’s network. Each organization has its own Private Network whose traffic is kept isolated from the public Internet, avoiding unnecessary risk associated with unsolicited public Internet traffic. Only authorized subscribers may send and receive data.

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With Private Network: 1) Devices are authenticated and authorized for each Private Network (only authorized data can traverse the designated network). 2) Data are routed per the customer-specific IP pools. 3) Dedicated Private Network Gateways are designated. 4) A direct connection is created between Private Network Gateways and the customer premises router. [See following diagram.]



Connectivity Options

With Private Network, you have the flexibility to connect in a way that makes the most sense for your network's configuration.

- **Virtual private network (VPN).** You can use VPNs to create a secure tunnel between your internal network and the Verizon gateway. Because your IT staff is probably familiar with setting up and managing VPN environments, this can be a simple and effective solution. With this option, all traffic from the Private Network gateway router is encrypted and sent over the tunnel, through the public Internet, to your organization location. It is possible to encrypt the entire path by layering additional technologies.

IPsec Parameters		**Verizon Private Network VPN Complies Y/N**
IKA (SA)	Main Mode	Y
Encryption Strength	3DES	Y
Authentication	Pre-Shared Key	Y
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Y
Perfect Forward Secrecy	Pfs	Y

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Data Integrity Hash Algorithm	SHA	Y
IPsec (SA)	Quick Mode	Y
Security Association (SA) Lifetime	86,400 seconds (maximum)	Y
Authentication Type	HMAC-SHA	Y
Security Association (SA) Lifetime	28,800 seconds (maximum)	Y
Simultaneous Active Tunnels	1,000 (minimum)	Y

- **Dedicated physical circuit [Point to Point]**. A dedicated physical circuit can be installed at your location for the sole purpose of connecting to Verizon to complete the Private Network build-out. Because the circuit is dedicated, the entire bandwidth is available for use. No data traverses the public Internet, so the use of additional encryption technology is optional.
- **Verizon Private IP.** If your organization is already a Verizon Private IP customer, you can use that Private IP network to connect to the Verizon wireless network. This approach enables you to implement Private Network without affecting your existing network topology. If your organization is not a Private IP customer, Private Network and Verizon Private IP can be implemented together. Either way, you can combine the benefits of wireless with the benefits of a Multiprotocol Layer Switching (MPLS) network. When implemented with Verizon Private IP, all wireless data traffic can be routed directly to any location connected to Private IP. This simplifies network routing scenarios and provides redundancy for business continuity. Since both Private IP and Private Network are within the Verizon product portfolio, you have a single contact for product support. Customers also have access to additional hosted services from Verizon that could help drive increased return on investment and position your organization for the future.
- **Zero Tunnel Connectivity:** Zero Tunnel connectivity is designed for customers that require only mobile-to-mobile communication that does not require connectivity from the Private Network gateway to the customer premises (i.e., Private IP, dedicated circuit, VPN). Zero Tunnel configuration has no communication outside of the mobile IP pools and can be designed as a hub and spoke configuration where the central wireless device at the customer data center provides access to the customer-hosted applications to field/mobile devices.
- **Cloud Access:** Private Network can be constructed with connectivity to cloud service providers using Verizon's Secure Cloud Interconnect.

IP Addressing

Private Network supports Dynamic and Static IP addressing while offering a variety of IP addressing options that provide several levels of accessibility, protection and manageability. These options include enterprise-owned, private IP address assignment to the devices, essentially making the device a virtual extension of the wired enterprise network. This enables enterprise IT administrators to manage mobile stations and LAN devices using the same tools and techniques. For example, organizations can use the same firewall and routing schemes, and the IT administrators define which users get Internet access. This makes it easier for

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enterprise IT administrators to manage and monitor network usage and enforce company IT policies.

As more and more devices are being activated using IP, the availability of IPv4 addresses is greatly diminishing. Since the world is running out of IPv4 addresses, IPv6 has become the new standard for IP addressing. Enterprise and Government customers are transitioning to IPv6 to continue to grow and enable new, innovative services to be developed because more devices can be connected. Private Network's initial release of IPv6 support offers Dynamic IP assignment. It offers capabilities to apply IPv6 addressing to the wireless device's packet data connection and to the connection used between the Verizon Wireless Data Network Private Network Gateway and customers premises.

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

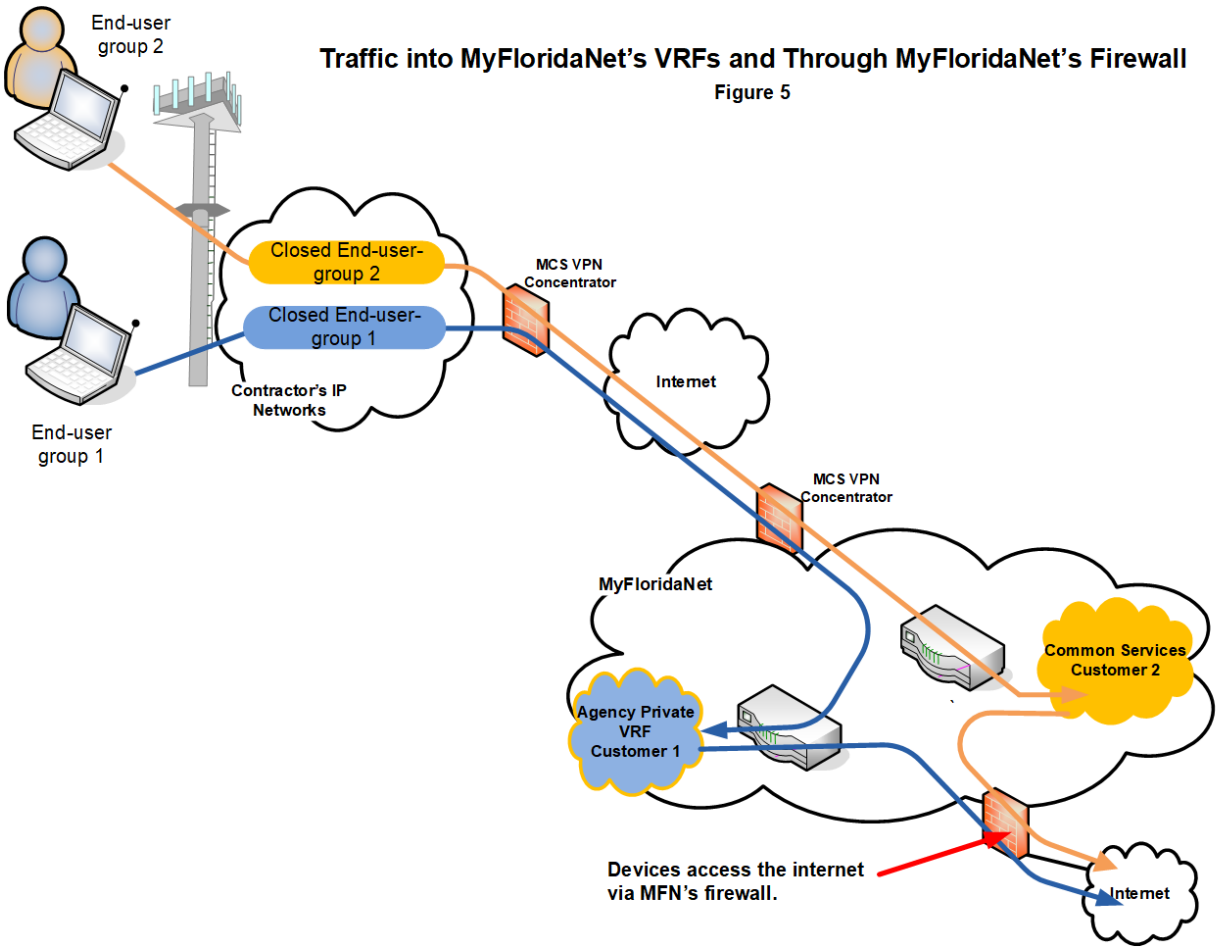
This subsection is applicable to only Wireless Data Services.

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.

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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

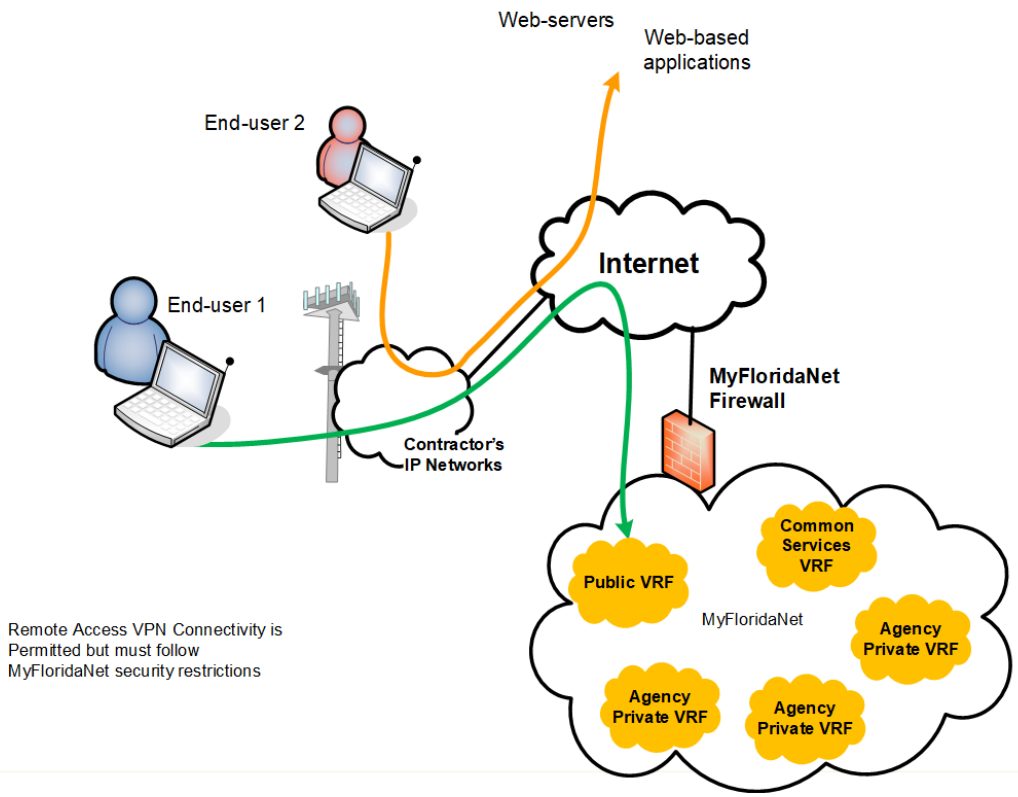
This subsection is applicable to only Wireless Data Services.

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.

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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 much4G/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.

Verizon Wireless Network Coverage

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Verizon Wireless operates the nation's most reliable wireless network, with more than 120.3 million wireless retail connections (September 30, 2020).

- Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles.
- LTE Advanced - Verizon customers in more than 2,000 markets can access the benefits of carrier aggregation and those in 1,100 markets can access 4x4 MIMO (Multiple Input, Multiple Output) and 256 QAM (Quadrature Amplitude Modulation) in addition to carrier aggregation

Up-to-date coverage maps are made publically available online. Future plans for enhancement and expansion of Verizon's coverage areas are considered confidential and proprietary. Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

- Our online domestic Coverage Locator tool can be accessed at: https://verizon.com/coverage-map/
- Our online international Coverage Locator tool can be accessed at: https://verizon.cellmaps.com/

We have also provided coverage maps below for DMS' convenience, review, and consideration listed as "Attachment A" in the 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.

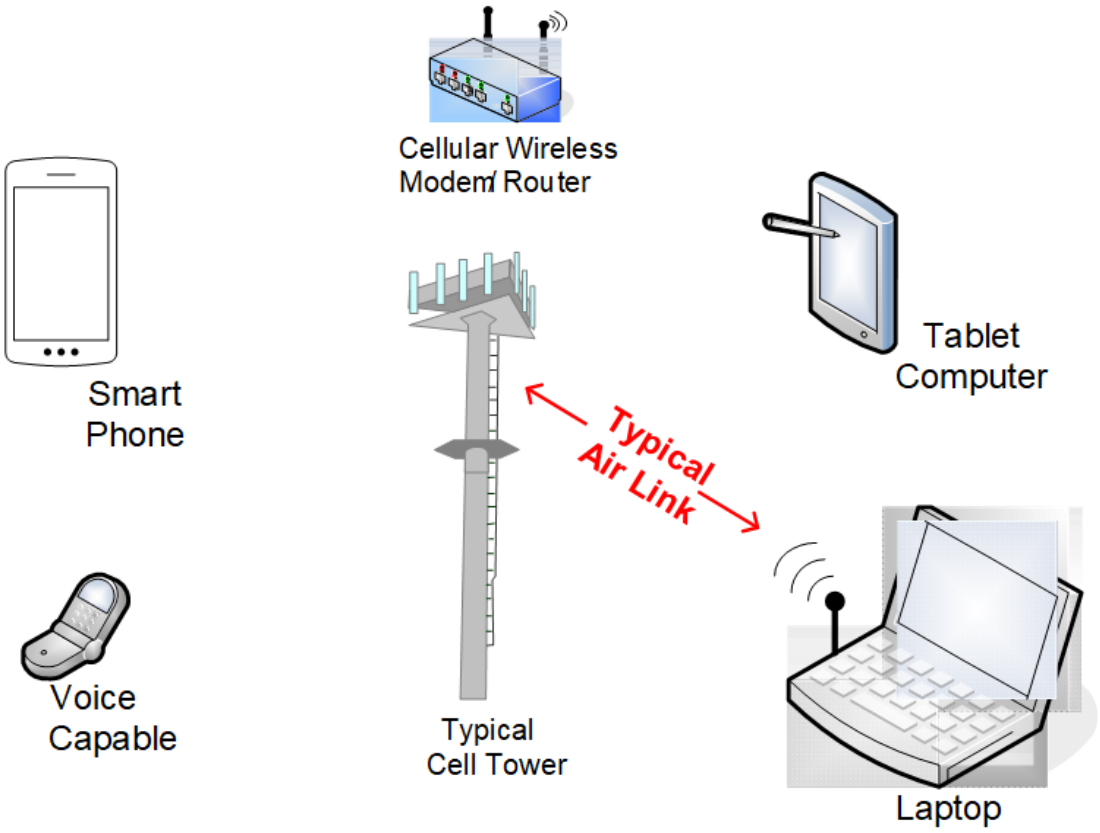
The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless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

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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.

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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, 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.

Performance, Reliability, and Security

DMS expects performance, reliability and security from your wireless network. The increasing numbers of factors that are beyond your control heighten that expectation. The security team at Verizon Wireless works tirelessly behind the scenes to keep the network running while monitoring, identifying and eliminating security threats and malicious attacks before they reach a single mobile device under your supervision.

Our reputation for reliability and peak performance depends on the security of our network. Our sophisticated security infrastructure utilizes firewalls, routers, monitoring systems, software, device standards and security expertise to keep mobile communications and data out of the hands of hackers and data thieves so you can keep your workforce productive, connected and mobile.

Data security is an integral part of our corporate strategy. Addressing security needs is paramount to delivering solutions that meet the demands of a mobile workforce. Verizon Wireless deploys a multipronged strategy for network security that combines the expertise and resources of our internal engineering teams, external software development partners and vendors of the various commercial applications and products we offer. Our security strategy includes:

- **Wireless Standards and Services:** Verizon operates CDMA, 4G LTE and 5G standards-based wireless access technologies, which offer robust security-based encoding, authentication and encryption. Wireless services are enabled and designed to enhance the mobile experience while maintaining security.

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- **Policy and Governance:** Verizon has created enterprise-wide policies that conform to the ISO 27002.2005 and NIST standards for the protection of customer and employee information.
- **Vulnerability Management:** Verizon has implemented a four-stage (Discovery, Assessment, Remediation and Validation) vulnerability management model to guard against vulnerabilities.
- **Risk Management:** Verizon conducts penetration testing by both Verizon employees and contracted third-party entities; the results of the security risk assessment are used to decide whether or not to move forward with a commercial launch of the product.
- **Security Monitoring & Response:** Verizon has a dedicated team of certified security professionals (CISSP, GIAC) as part of the Network Cybersecurity Center (NCC) to ensure incidents are identified, the method by which the breach occurred, and to make all necessary changes to prevent a reoccurrence of that event. The NCC team is on-call on a 24/7 basis.
- **Physical Security:** Verizon has implemented partitioned access control systems by which access is granted based on individual needs. The wireless Network centers and cell sites are designed and equipped with intrusion detection and alarm systems and alarm conditions of all types including those from the access control systems (ACS) and the intrusion detection systems (IDS) are monitored and logged in at least three locations.

Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property. See also attached information security document for detailed information regarding how Verizon's information security policies and practices will support the maintenance of security of DMS' MFN interconnection.

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

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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

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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.

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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.

Resilient by Design

Our wireless infrastructure is designed to provide customers with a resilient network that is fault-tolerant and cost effective. Verizon's two wireless Network Operations Centers (NOCs) serve as the hubs of our regional network operations. The NOCs are located in Bedminster, NJ, and Westlake, TX, and operate 24/7/365. The NOCs detect network failures, diagnose the failure, send out repair personnel and track the problem to conclusion. NOCs monitor cell sites, mobile switching centers, mobile data switching systems and transmission facilities for potential problems. If an outage occurs, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

Equipment electronically tracks system alarms and immediately reports them to our surveillance engineers to investigate and act on promptly. When an alarm is activated, the system gives detailed information, including cell location, the switch location, contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. The network management system also gives our network surveillance engineers the ability to perform remote diagnostic procedures and, in some cases, restoration of service.

Network Surveillance and Alarm Monitoring

We continuously monitor all of our data networks for congestion. We respond immediately to increased capacity needs where necessary and use internal statistical information, drive

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testingand a third-party monitoring service to evaluate network performance. Peaks of concentrated traffic may, from time to time, cause heavy network usage; however, we engineer our systems to support a typical volume during the busiest hours of the day.

The Data Network Operations Center (DNOC) has procedures in place that are designed to troubleshoot and/or resolve problems that may arise. These include the following:

- Availability of a Data Help Desk and DNOC for problem resolution
- Prompt investigation of problems;
- Notification of key individuals, including wireless data engineers and technical experts, if necessary
- Establishment of estimated time frames for actions and resolution
- Upon resolution, notification to the customer

Alarm Procedures

Business Hours (08:00 - 17:00)
During business hours, surveillance engineers will alert regional network operations of critical alarm conditions. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

After Hours (17:00- 08:00)
After business hours, the NOC will initiate corrective actions on critical alarms. Failure to remotely diagnose and correct equipment problems will result in a page to regional “night watch” personnel. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

Outage Notification
Unscheduled outages will be reported immediately to an automated voicemail system that will notify appropriate Verizon personnel. System engineers will coordinate scheduled maintenance outages.

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)

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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.

Reports, Updates, and Notifications Requirements

Verizon currently provides DMS with reporting and data for contract oversight: This reporting includes the requisite updates and notifications in accordance with the requirements of its existing contract with DMS-1011-008C. Upon contract award, Verizon will work with DMS to ensure mutually agreeable reporting and notification criteria as detailed in section 1a. through 1m. of the agreement are met or exceeded.

In addition, DMS can take advantage of the reporting available through Verizon's My Business online web portal to meet the requirements of 2a. through 2f. listed above as described in Section 3.20 of the SOW.

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

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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.

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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

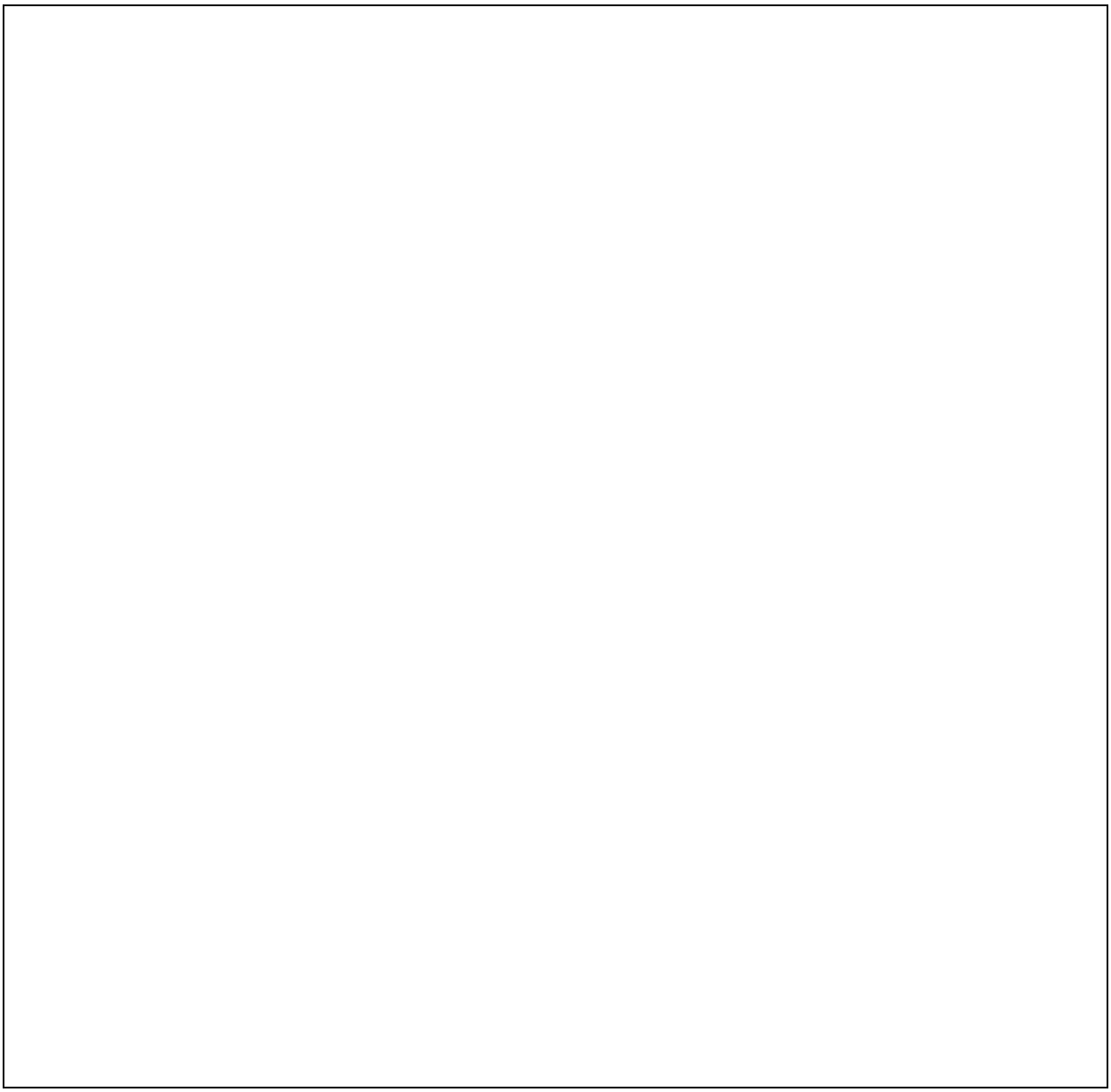
1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the 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.

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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

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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.

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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.

Customer Support

Monthly Escalation Reports

Verizon will support DMS with a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support.

Quarterly Zero Usage Reports

Verizon will continue to provide a high-level summary of End- user devices that show no usage (i.e., zero minutes, zero texts, and zero data) quarterly. You can also obtain this report through Verizon's My Business online portal.

Escalation Process

Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account.

Your first point of contact for trouble with your voice or data services is our Business and Government Customer Operations (BGCO) organization. Members of our BGCO teams can conduct rudimentary device and network troubleshooting. Concerns related to quality of service, such as the inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number
Client Partner - Public Sector, Verizon Business Group	Tom Madden	850.294.5171
Global Enterprise Advisor	Paris Perkins	1.800.757.0699 ext. 2103721

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number
Solutions Executive Federal	John Amorielle	843.670.6648
Senior Manager- Business Government Customer Operations	Andrew Cuozzo	443.820.4002

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A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number
Director- Business and Government Customer Operations	Joseph Chuisano	410.694.3400

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Notifications

The Network Event Notification (NEN) Program is a courtesy service that provides notice to your organization about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Your organization may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process

Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial – Sent when the disruption is confirmed
- Update – Sent every half hour until the service is restored
- Restored – Sent when the issue is resolved and service is restored
- Informational – Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved.
Both planned and unplanned event notifications will include the following information:

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- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Dallas, Texas)
- Affected Counties: (e.g., Freestone, Grayson, Kaufman, Fannin, Rockwall, Dallas, Henderson, Collin, Hunt, Ellis, Van Zandt, Navarro, Denton)
- Tracking Number: (e.g., 123456)

Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via https://m2m.verizonwireless.com/m2m/index.html#nenManageEnrollment

Enrollment by Services
Your organization may choose to receive notifications when all or at least one of the following covered services is operating below normal thresholds:

- 1X
- 4G LTE
- 3G Network Extender
- 4G Network Extender
- HD Voice (formerly known as Advanced Calling)
- Call Processing
- Domestic Roaming-Data
- Domestic Roaming-Voice
- Enterprise Customer Mapping Solution
- Enterprise Messaging
- EV-DO
- Enhanced Virtual Private Network
- International Roaming Data-GSM
- International Roaming Voice-GSM
- IOT Grid Wide Utility Solutions
- Location-based Service
- LTE in Rural America
- Network API
- OTA 4G Device Management
- One Talk
- Push To Talk
- Push To Talk Plus
- Blackberry
- SMS & Voicemail Notification
- Static IP (Euless, TX)
- Static IP (Hickory Hills)
- Static IP (Plymouth Meeting)
- Static IP (Sunnyvale)
- ThingSpace Manage
- Usage Controls
- Verizon Digital Signage

- Verizon Messaging Gateway
- Voicemail & Notification
- Visual Voicemail
- Visual Voicemail - iPhone
- Voice Cypher
- Wi-Fi Calling

The following are for Private Network (you may select all or at least one option from the list below):

- Verizon Wireless Private Network - Aurora
- Verizon Wireless Private Network - Birmingham
- Verizon Wireless Private Network - Branchburg
- Verizon Wireless Private Network - Charlotte 1
- Verizon Wireless Private Network - Charlotte 2
- Verizon Wireless Private Network - Columbus
- Verizon Wireless Private Network - Euless 1
- Verizon Wireless Private Network - Euless 2
- Verizon Wireless Private Network - Hickory Hills
- Verizon Wireless Private Network - Las Vegas
- Verizon Wireless Private Network - Lodge (Detroit)
- Verizon Wireless Private Network - Omaha
- Verizon Wireless Private Network - Plymouth Meeting
- Verizon Wireless Private Network - Redmond Ridge
- Verizon Wireless Private Network - Rocklin
- Verizon Wireless Private Network - Westborough

The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

Support Team
Our Business and Government Customer Operations (BGCO) teams are trained to address your inquiries related to our wireless services. They operate out of three full-service centers across the country:

- Hanover, MD, Mon - Fri, 8 AM - 7 PM ET
- Alpharetta, GA, Mon - Fri, 8 AM - 7 PM ET
- Salt Lake City, UT, Mon - Fri, 8 AM - 7 PM MT

The BGCO team assigned to your organization is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.

In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our corporate accounts, but can address many of your employees' inquiries.

3.20 Contractor's MCS Portal

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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.

Contractor's Portal

Verizon's My Business online resource is a self-service tool that enables your organization to manage your wireless accounts. You can view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business' functionality.

With My Business you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number
- View individual phone information, such as airtime usage and call detail
- Modify mobile number information to allow for specific, customized analysis

My Business provides a wide variety of comprehensive standard wireless reports, such as:

- Charges Reports

- Additional Charges – details monthly access, equipment charges, service & feature charges and taxes
- Airtime Charges Detail – Details call usage and charges
- Airtime Charges Summary – A summary of all your charges including taxes, services & features, access, airtime, etc.
- Analyze Phone Charges – Detail view of charges and calls
- Analyze Roaming Charges – Detail view of roaming calls
- Most Expensive Calls - Calls with the highest charges
- Purchase – All purchase activity details and charges

- Usage Reports
  - Account Unbilled Usage – Current unbilled usage for the account
  - Billed Data Details – Data session details for multiple wireless numbers displayed simultaneously
  - Billed Messaging Details – Message details for multiple wireless numbers displayed simultaneously
  - Call Summary – Summary of voice usage and charges for each wireless number
  - Data Summary – Summary of data, messaging and purchase charges for each wireless number
  - Grand Total – Comprehensive Summary. Details total charges and total minutes.
  - International Travel Data High Alerts – A weekly list of high data usage alerts sent for current global data usage by wireless number.
- Other Reports
  - Active Features – List of all features currently on your lines of service
  - Billing Structure – Your organization's My Business users and their access within the online resource structures
  - Business Account Analysis – View a summary of your organization's discounts and the amount of money saved, upgrade status and overage charges
  - Company Users – Your organization's My Business users and their permissions within the online resource
  - Customer Invoice Management – A report with your own defined hierarchy
  - Deactivated Phones – Wireless numbers that have been deactivated
  - Device – Comprehensive summary of devices and upgrade eligibility

You can add or remove fields from most existing standard reports. You can also create customized reports for the way your organization does business, including just the information you need – selecting from over 300 different reporting fields and order the fields in any sequence you want for your reports. You can save and schedule reports in advance, and receive an email when they are ready to be downloaded. You can also share saved reports with others in your organization or keep them private and change sharing status as needed.

Raw Data Download
Raw data download (RDD) is a representation of your Verizon wireless bills and does not include any reporting structures you design in My Business. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement

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- Account and Wireless Summary - Represents the wireless number summary section of a statement
- Wireless Usage Detail - Represents the usage section of a statement

RDD is available within approximately 10 business days of each completed bill cycle. While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available upon specific written request. Your Account Manager can provide further details.

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.

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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.

Verizon's Devices

Verizon works with manufacturers to update devices software/firmware for up to two (2) years after initial launch. Updates are typically made available via an over-the air update. Customers can contact their Account Manager/Customer Service for manufacturer-website links. Assistance with choosing service/equipment is provided by Customer's Account Manager. Any device on our network goes through extensive testing to ensure the device delivers reliable wireless service at peak performance levels. If a device does not perform to our standards, it will not be approved for use on Verizon's wireless network.
Equipment arrives preprogrammed, ready to activate. Customers receive email-notification if ordered equipment is unavailable. Customers can order equipment and make account changes in My Business online resource; changes are typically effective within 24-hours of submission; two (2) day shipping is provided free of charge upon receipt of order. Customer's Account Manager can coordinate rush/overnight delivery (charges may apply). Title and risk of loss pass to Customer and acceptance occurs upon receipt of equipment at address on the order. Verizon accepts returns/exchanges on all equipment purchased from us by government-liable end-users within thirty (30) days of purchase and credits the Customer for the full amount of the equipment; devices are shipped with receipt, return label, and container. No restocking fees. Verizon's technical support is available 24/7 to assist with provisioning.

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Verizon will provide new devices for the initial purchase. Replacement devices may be Certified Like-New. Customers receive manufacturer's equipment warranty.

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.

Cooperation with Other Contractors

Verizon has worked closely with DMS and its contractor since 2004. Specifically with current and previous MFN contractors in establishing the current Network to Network Interface. Given the numerous initiatives associated with the State of Florida's Digital Transformation we fully expect to and welcome working with DMS and its contractors.

Our standard communications solutions use applications, technologies and devices of many third parties. Most of these are provided under the terms and conditions of the corporate account agreement. However, certain features, applications, and devices described in this proposal may be provided by independent vendor(s) and may be subject to acceptance of their applicable terms and conditions. Verizon works with multiple vendors and third-party solution providers to present our customers with such applications and solutions, and we assume no responsibility for these third-party providers as our personnel or agents. For certain third-party solutions, you may elect to have charges presented on your Verizon bill for your convenience. Verizon will collaboratively with other Contractors and subcontractors (SUNCOM service providers) throughout the term of any resulting contract.

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:

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1. Provide all reporting activities listed in SOW subsection3.26.5, 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.

Customer Migration

Verizon will work with DMS to migrate services with as little interruption or degradation as possible. For existing Verizon wireless subscribers, there should be no interruption of services upon conversion. If porting from another carrier, there may be a brief lapse of service while the conversion is taking place.

The implementation process comprises several phases. Your organization may be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized implementation plan based on your specific requirements to transition your employees to Verizon wireless service. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe. The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you

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- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions
- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

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

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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,

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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.

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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 closes 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.

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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.

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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 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.

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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

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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.

Project Management - Implementation Plan and Customer Specific Migration Plans

Given Verizon's incumbent role we will work with DMS to assess projects related to the MCS ITN that have already been implemented, tested and functional. Based on those assessments Verizon will develop a project plan following the methodology listed below.

The implementation process comprises several phases. Upon contract execution, DMS will be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized Implementation Plan based on your specific requirements. The Implementation Plan with six (6) weeks after Contract execution. Failure to meet this objective will not result in penalties of any kind. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe.

The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you
- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions

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- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

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.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides

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3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	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.

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

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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.

Verizon's Deployable Technologies
We own a fleet of portable emergency equipment that can be regionally deployed quickly to keep customers connected or restore damaged connections as soon as possible. We tactically place network-deployable equipment throughout the country, so we're ready if primary connections get shut down.

We maintain **Cell on Wheels** (COWs), **Cell on Light Trucks** (COLTs) and **Generator on a Trailer** (GOATs[1]) that can be deployed to improve wireless coverage at large gatherings and special events. They are also utilized to quickly improve coverage and capacity when natural disasters or other unplanned events interrupt wireless service.

We also deploy **Wireless Emergency Communication Centers** (WECCs) into disaster zones, providing a safe place where impacted members of the community can charge their phones, make a free call, or access the Internet.
We have over 530 portable assets located across the country that enable our teams to enhance or restore network coverage and capacity in emergencies, and we maintain a fleet of over 800 portable generators nationwide. There are many types of assets and innovative solutions, such as:

[1]**GOATs** are mobile electrical generators, often attached to trailers or trucks, deployed to provide electrical power. GOATs can be used to power network services or emergency operations in the aftermath of disasters (e.g., tornados or hurricanes) that compromise the existing infrastructure.

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- Repeater-on-a-Trailer (RAT)
- Tower-on-Wheels (TOW)
- HVAC on Roadside Equipment (HORSE)
- Repeater on a Trailer (RAT)
- Pico cell on a Trailer (SPOT)
- High altitude wireless kennewhat aka tethered drone (HAWK)
- Cell Repeater on Wheels (CROW)

We also continue to design and deploy innovative portable solutions that provide our personnel, first responders, and our customers with options that extend wireless coverage into areas of need. Many of these solutions leverage technologies ranging from lightweight suitcase-sized cell sites, to trailer-based solutions, and drone assets.

The **Verizon Response Team (VRT)** is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster, crisis, or planned event occurs VRT responds to government and non-profit organizations and emergency management agencies that need our assistance. VRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Verizon Security Assistance Team
- One phone number (800-981-9558) to call in a crisis situation.

This process links together management of crisis situations in one location for the entire Verizon wireless community. VRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefits to our customers and to emergency management agencies are tremendous.

On the VRT Team, Verizon has assigned a dedicated Crisis Response Manager to the State of Florida. The State's Crisis Response Manager is listed as part of Verizon's escalation path for public safety network events and works with the State's account team to coordinate support, drills, and ongoing customer training as needed.

As part of our robust regional deployable strategy, Verizon performs Emergency Operations Center ("EOC") drills each year prior to hurricane season with refreshers as needed. We have staff at key Verizon EOC locations within the state who regularly maintain, fuel, and test Verizon's deployable assets to ensure that Verizon is ready to provide emergency support within the State of Florida at a moment's notice.

Verizon stands ready to help keep DMS and public safety agencies connected even in remote areas where voice and data network infrastructure is unavailable, or in disaster scenarios where networks could fail. Verizon will continue to 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.

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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.

Verizon's Approach to Local Control
For Verizon's qualified public safety users subscribing to Verizon's Public Safety Price Plans, priority and preemption is always on. Verizon provides priority and preemption to public safety entities during times of emergency as described below:

Responder Private Core
Responder Private Core is a dedicated network core that Verizon uses to enable certain other products such as Mission Critical Push to Talk and Private Network Traffic Management for traffic segmentation capabilities to support improved security, enhanced service management and control. It is connected to Verizon's Radio Access Network (RAN), which utilizes spectrum in various bands including 700 MHz, 800 MHz Cellular, 1.9 GHz PCS and 1.7/2.1 GHz Advanced Wireless Services (AWS) bands. Responder Private Core separates data traffic of public safety mobile users from commercial users across Verizon's 4G LTE network; however, it is not available on Verizon's 5G Nationwide and 5G Ultra Wideband networks. Public safety users will have their data immediately recognized as public safety with enhanced reliability through the network. Responder Private Core leverages leading edge networking technology to provide security, flexibility and reliability.

Mobile Broadband Priority
Mobile Broadband Priority provides public safety users priority service for data and voice transmissions. During times of heavy commercial network congestion, Mobile Broadband Priority users will receive priority over commercial users. Mobile Broadband Priority enables priority service for public safety officials using applications on smartphones or tablets, transmitting data from first responder vehicles or video from surveillance cameras. Mobile Broadband Priority is available at no additional charge to qualified public safety customers on the 4G LTE Network only. Mobile Broadband Priority access to the 5G Network is not currently available.

Preemption
Preemption provides prioritized access to network resources during times of network congestion. Verizon automatically reallocates network resources from commercial data/Internet users to first responders in the unlikely event network resources become congested. As part of the network access and registration process, first responders and public safety personnel are identified and given preemption designation. This helps to determine which users will receive allocated resources with preemption. Preemption is offered at no additional charge for qualified public safety customers on the 4G LTE Network only. Preemption is currently not available to the 5G Network.

Customers can use **Traffic Management** , a feature of **Private Network** service that transports a multitude of data applications, including Voice over IP (VoIP), video and best effort applications. When there is contention for network resources, mission critical applications (i.e., VoIP) are competing with best effort applications (i.e., email) for network resources, so customers' mission

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critical applications may experience performance degradation (e.g., difficulty accessing Verizon's LTE network resources, variable download/upload speeds, etc.).

Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers a premium and differentiated network experience. Private Network Traffic Management enables application differentiation and QoS over the LTE Private Network using standards-based IP packet marking. Benefits include:

- Allows customers to prioritize business critical applications over best effort
- applications during congested / non-congested environments.
- Delivers more predictable application performance for subscribers using business
- critical applications during network congestion.
- Extends Wireline QoS policies over the LTE Private Network.
- Delivers end to end QoS when combined with Verizon's Private IP network solution.
- Provides access priority during network heavy utilization for eligible Public Safety accounts.

Private Network Traffic Management can be added to a LTE Private Network device for a monthly charge and is available on configurations using Verizon Private IP; Dedicated Physical Connection; and Zero Tunnel connectivity.

Private Network Traffic Management offers both Enhanced and Premium subscription options.

- **Enhanced:** Allows mapping of critical applications up to a maximum of 2.0 Mbps Mission Critical Class of Service (CoS), with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 2 Mbps.
- **Premium:** Allows mapping of critical applications up to a maximum of 12 Mbps Mission Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 12 Mbps.

Verizon's public safety plans are not throttled during an emergency. Verizon welcomes a deeper discussion to understand how this technology may meet your public safety data needs.

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.

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Local Network Command and Network Reporting

Verizon's **Local Network Command** allows designated public safety entities/Incident Commanders, to view the network operational status in an incident area and respond in real-time, dynamically administering user groups and temporarily managing data traffic Quality of Service (QoS) on qualified Public Sector responder devices.

DMS would use its **My Business** online resource as a dashboard for all of their Verizon services and products - including public safety services and products.

All Customers can enroll their authorized contacts in Verizon's **Network Event Notification ("NEN") Program** . Verizon's NEN Program is a courtesy service that provides notice to Customers about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Customers may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process
Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial: Sent when the disruption is confirmed
- Update: Sent every half hour until the service is restored
- Restored: Sent when the issue is resolved and service is restored
- Informational: Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved. Both planned and unplanned event notifications will include the following information:

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Tampa, Florida)
- Affected Counties: (e.g., Broward, Miami-Dade, Palm Beach, Brevard, Polk, Pinellas,
- Osceola, Hillsborough)
- Tracking Number: (e.g., 123456)

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Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user-friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via a direct website link that can be provided upon enrollment.

Enrollment by Services
Event enrollment is available for covered services, which are continually being updated. Notifications issue when the selected service is operating below normal thresholds. NEN services may include 4G LTE, 5G Services (Network), Amazon Web Services (AWS) – Multi-Edge Compute, Call Processing, Enterprise Messaging, HD Voice, Internet of Things (IoT), Push To Talk Plus, Verizon Wireless Private Network and others.

To avoid being overwhelmed with unnecessary notifications, Customers should only sign up for notifications that are relevant to the solutions the Customer has deployed. The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

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 Council (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.

Verizon Response

Clarification. The basis of Verizon's Responder Private Core is Verizon's Long Term Evolution (LTE) wireless network. LTE is a technology based on 3GPP standards. It supports advanced application usage and high-speed data services.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Many of the equipment manufacturers that we utilize are certified through ISO.

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.

Demo Devices

Currently, Verizon offers a program that enables new and existing customers to demo/trial various devices and services at no charge to the customer. The customer may trial up to three devices at a time.

Verizon will make demonstration equipment available to DMS for sixty (60) business days; and will make demonstration equipment available to Customers purchasing from the resulting agreement for thirty (30) days. With approval from our B2B Demo Support Team, time-periods may be extended and the number of devices available for demo may be increased. The B2B Demo Support Team may also approve trialing devices and services outside of the U.S.

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.

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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.

The 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.

Verizon's Public Safety Customer Support
Residing within Verizon's Business and Government Customer Operations (BGCO) Technical Solution Center is a group of technical experts who provide **Wireless Enterprise Help Desk (WEHD)** support to Verizon's public safety customers. This U.S.-based helpdesk-to-help desk support team is available 24/7/365.

Customers will be provided with the WEHD support contact number if you subscribe to one of the advanced product types it supports, such as Public Safety Plans, Private Network, Enterprise Messaging, or an Internet of Things (IoT) solution [Intelligent Video, Asset Management, etc.]. Upon contact, one of our technical experts will conduct troubleshooting and recommend specific actions to help you achieve issue resolution. If the issue is related to Verizon's wireless network, then the BGCO will escalate and engage the appropriate network support teams.

Please note: The WEHD service should only be used for troubleshooting of government liable devices related to the advanced product or solutions that are supported by this group of technical experts. Issues with devices on employees' personal accounts or non WEHD-supported issues should be handled by calling our regular customer service number, 800-922-0204, and selecting the appropriate support option in the IVR.

Public Safety Escalation Procedure
Your first point of contact for trouble with your public safety services is our WEHD located within Verizon's Business and Government Customer Operations (BGCO) organization. Members of our WEHD teams can conduct device and network troubleshooting. Concerns related to quality of service, such as the

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inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number/Email Address
Client Partner - Government	Tom Madden	850-294-5171 tom.madden@verizonwireless.com
Verizon Crisis Response Manager - Florida[2] 2	Jos Bowmaster	800-981-9558 (VRT Hotline) 603-953-5023 (m) joseph.bowmaster@verizon.com

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number/Email Address
Managing Partner - Government Sales South Florida	Beth Bailey	786-360-9408 beth.bailey@verizonwireless.com
Managing Partner - Government Sales North/Central Florida	Colin Denney	904-718-9797 colin.denney@verizonwireless.com

A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number/Email Address
Director - Government Sales	Kim Mirabella	813-326-0929 kim.mirabella@@verizon.com

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Verizon limits access to Public Safety Plans to customers who have a qualifying North American Industry Classification System ("NAICS) code; eligible public safety NAICS codes are described in further detail under Question 9, *Eligible Users* .

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

[2] Customers may contact the State's Verizon Crisis Response Manager to immediately escalate network issues during emergencysituations.

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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.

Verizon's Public Safety Reporting
Acknowledged.

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.

Verizon will work closely with the Department as required regarding the marketing and promotion of Verizon's public safety offerings, service plans, and devices.

Please review the responses below for further detail regarding our proposed offering for this subsection.

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

Verizon Response
See above response to Question 1 above which describes Verizon's *Deployable Technologies.*

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Since the beginning, Verizon has worked closely with first responders, our customers, and our communities to provide support and wireless solutions when they are needed most – during an emergency/extreme weather conditions. With threats of hurricanes, tornadoes, wildfires and other natural disasters always a possibility, customers rely on us to keep them connected and productive, especially when the unexpected happens.

We provide support in a variety of ways, often lending wireless voice and data devices to first responders and emergency personnel. We built a Public Safety Private Core to support public safety, especially during times of high data traffic. In addition, when disaster strikes, we coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies across the U.S.

Being crisis-ready is paramount to Verizon, and we are committed to supporting those who need us most when they need us most. During an emergency, first responders rely on wireless service more than ever to coordinate efforts in the face of fires, floods, snow and wind storms, earthquakes, tornados, or hurricanes.

We've assisted first responders and citizens during some of our nation's most destructive disasters. We loaned more than 6,000 devices during 9/11, more than 3,000 during Hurricane Katrina and more than 2,500 during Hurricane Sandy. During 2018, we supported disasters including Hurricanes Gordon, Florence, and Michael; Mendocino and Camp wildfires in California, a gas pipe explosion in Massachusetts, volcano eruption in Hawaii, earthquake in Alaska, and winter storm Diego across the Southeast, among others. In total, we supported 75 disasters in 2018, helping more than 120 different public safety agencies and non-profit organizations. Last year we lent more than 2,300 phones and tablets and more than 2,700 data devices (Jetpacks, routers, network extenders) to keep first responders connected and communities safe.

Below are recent examples of how deployables have been utilized during an emergency or when requested by a public safety entity in the State of Florida:

- During SBLIV in Miami, FL the Verizon Response Team provided the FDLE with a cradlepoint router to assist their JOC in their Super Bowl operations.
- During SBLIV in Miami, FL the Verizon Response Team provided the state governors of Missouri and California Security Teams with their communication operations during game day operations.
- In response to the COVID-19 national pandemic, Verizon partnered with the Florida Department of Veterans Affairs to provide smartphones, tablets, and eFEMTOs to each of the veterans' homes so that they could communicate virtually and safely with their families.
- In response to the COVID-19 national pandemic, Verizon partnered with Brooks Rehab and provided their COVID treatment facility with Push-to-Talk basic phones to communicate with inside of their facility.
- In cooperation with the Salvation Army, Camp Keystone in Keystone Heights was identified as the primary backup location for the state of Florida Emergency Operations Center and the Verizon Response Team installed network coverage throughout the primary usage areas of the camp to ensure that in the event of a disaster, communications could be established and maintained both inside and outside the camp.
- During SBLV in Tampa, FL the Verizon Response Team provided the Tampa Fire Department with Push to Talk smartphones that the Tampa Fire Marshals utilized for their communication needs.
- During Hurricane Sally, the Verizon Response Team drove through the encroaching outer bands

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- of the storm to the Escambia County Emergency Operations Center to install an eFEMTO device
- inside the building to improve 4G network coverage inside the building at the request of the
- Emergency Management staff, leaving just before nightfall.
- After Hurricane Sally made Landfall, the Verizon Response Team provided charging stations and
- battery packs for the community and public safety, as well as free wifi and EOC ESF2 support to counties impacted by the storm throughout the Florida panhandle.

Verizon's mobile assets and deployables can generally be deployed within the following time frames, failure to meet these time frames shall not result in any penalty of any kind to Verizon:

- Satellite Connection - within 8-16 hours
- Asset without available on-site fiber interconnect - within 24-48 hours
- Asset with available on-site fiber interconnect - within 8-16 hours
- SPOT - within 4-8 hours
- Verizon Florida Statewide Assets - within 72 hours
- Southeastern Regional Assets - within 96 hours
- National Assets - within 120 hours

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

Verizon Response
Customers on "custom public safety rate plans" are not subject to data speed reductions ("throttling") within a given billing cycle. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

Lines of service that are conditioned with specific Public Safety features are provisioned with QoS Network Enhancements. These Network Enhancement attributes affect the treatment of data for first responders and public safety customers by providing higher data priority and packet treatment, resulting in better throughput speeds at times of congestion.

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

Verizon Response
The **Verizon Business Continuity and Disaster Recovery** program is just one part of our overall philosophy to provide high quality services for our customers. Our nationwide wireless network is at the core of our business, and we have invested more than $159 billion since the company was formed – averaging over $7.95 billion every year – to increase coverage and capacity and to add new services. Our Business Continuity and Disaster Recovery (BC/DR) program team is responsible for minimizing the impact of a disruption to our customers, employees, infrastructure and business operations. We accomplish this objective by focusing on the following activities:

- Identify critical functions, infrastructure and risks;

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- Implement strategies to minimize the risk of a disruption;
- Develop Business Continuity and Disaster Recovery plans and Crisis Management Teams to
- recover operations in the event of a disruption;
- Maintain BC/DR plans, with updates completed at least annually;
- Test our plans, at least annually, to validate our response capabilities.

We continue to refine our response and recovery capabilities due to the increasing variety of services we provide and the ever-changing level of potential threats to these services.

The cross-functional Crisis Management Teams in place across our national footprint enhance coordination and response activities during crisis events. These teams provide a command-and-control structure that allows management to gather and report information about crisis events, for the teams to escalate decision-making as needed and to facilitate resource allocation.

BC/DR activities are visible across all major aspects of our company. We have developed numerous plans to recover critical functions. Business functions have implemented strategies and procedures that not only support routine operations, but also help the function continue to operate in the event of a disaster. Robust operational strategies are at the core of our ability to provide reliable and resilient services.

Our pro-active planning activities center on three of our major departments:

- Network Operations
- Information Technology
- Customer Service

Network Operations – Our wireless network is resilient by design
The Verizon Wireless network operations philosophy is driven by the desire to provide our customers with an extremely high level of service.

Verizon Wireless strives to deliver superior service based on our design philosophy, which includes redundancy on critical paths and components so that a potential failure of a network component does not significantly affect our customers. Our wireless services are provided through a large and sophisticated national network of 148 Mobile Switching Centers (MSCs) and Data Centers throughout our service areas. We will continue to invest in our network to support our customers.

The wireless voice and data switching networks are designed to provide continuous service to the customer. The communications between our internal switches and external networks such as the Public Switched Telephone Network (PSTN) and the Internet are also designed to reduce the possibility of interrupted communications. The use of battery and generator backup systems in critical locations also serves to minimize the risk of a disruption, if commercial power is lost.

Our design concept extends from our equipment and technology capabilities to our business procedures. These procedures include frequent and thorough preventive maintenance, real-time monitoring of all key system components, the 24/7/365 availability of trained maintenance personnel to repair or resolve critical failures should they arise, and wide deployment of these personnel and spare parts to permit rapid response and restoration of service.

Our most critical recovery assets are the thousands of highly-trained and experienced network technicians who have repeatedly proven their ability to respond, troubleshoot problems, and restore service to our customers during emergency situations.

Monitoring, maintenance and restoration of wireless services

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Service protection and restoration strategies are an integral part of Verizon Wireless network management and operations.

We have two Wireless Network Management Centers (wNMCs), one located in New Jersey and another in Texas, that monitor all facilities, cell sites and switches across our nationwide network. These wNMCs are staffed 24/7/365 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each wNMC receives alarms or other indicators that help troubleshoot problems in the network, and that provide technicians with key information to analyze and maintain network integrity.

wNMC technicians work with the field operation managers, and personnel are dispatched to the affected site as needed. An inventory of standard spare parts and repair equipment is available to technicians in all of our central network locations. We also have standing agreements with our critical vendors to get 24/7 support from their engineering personnel and obtain replacement equipment if required.

Strategy for continued service to Mobile Switching Centers
MSCs are an important part of our national wireless network, and we continue to add them to our network as we grow. We have 148 MSCs strategically distributed across the country to meet the needs of our customers. Our teams monitor the loading of the switching and data systems to maintain an optimum capacity and service level. One goal of this is to reduce the impact of a disaster to any one MSC. Available capacity in neighboring MSCs could be utilized in the event of a serious disaster.

In addition to redundancy in the equipment and circuitry, each MSC is protected by automatic power backup systems, by automatic fire detection and suppression systems, and by physical security systems and alarms. MSC buildings have restricted access to prevent entry by unauthorized personnel. The building structure itself is designed to provide protection for the systems and services located inside.

In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

A disaster recovery plan has been developed for each MSC, which addresses the recovery of the systems, services and personnel. These plans are updated at least annually. Exercises are conducted at least annually to confirm that these plans can be implemented as expected and to continually increase the readiness of the network teams to respond to an actual disaster. These exercises focus on disasters that may impact us or our customers.

Strategy for continued service to cell sites
We have thousands of cell sites across our nationwide network to provide the desired level of customer service, both in terms of capacity and quality of service. Despite the large number of sites, the loss of a single cell site is still a serious situation. We take extra precautions to protect and keep cell sites operational.

Cell site operations are protected in many ways, including redundancy in the equipment, automatic power backup systems, automatic fire detection systems, and by physical security systems and alarms. Through arrangements with our vendors, any major components of a cell site, up to and including the building and tower, becomes an immediate priority restoration effort on the part of both Verizon Wireless and our vendors.

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Cell site equipment has sophisticated diagnostics that can instantly determine if a problem occurs at the site. These diagnostic alarms are transmitted to the MSC, which is monitored by regional field operations teams, and the wNMC. Cell sites are outfitted with backup batteries, and in most cases backup generators in case of commercial power loss.

We maintain and utilize portable cell sites referred to as Cells-on-Wheels (COWs) and Cell-on-Light-Trucks (COLTs), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be used for emergency situations. For example, they can be used to enhance communications between firefighters when they are fighting a fire in a remote wilderness area. These portable cell sites are strategically located throughout our network coverage areas and may be deployed to an area that is affected by a weather-related or other disaster.

Backup power strategy for the wireless network
Verizon Wireless purchases power from electric companies for the day-to-day power requirements of our network infrastructure. If commercial power is lost, we have implemented backup power systems for all of the critical equipment and infrastructure in our wireless network.

This is accomplished by installing large banks of backup batteries in our MSCs and Data Centers, and these are supported by permanent backup generators. We have arrangements with our fuel suppliers to refill our fuel tanks as needed, allowing our systems to operate until commercial power is restored.

The cell sites are also equipped with batteries, and most sites also have permanent generators which turn-on automatically if commercial power is lost. The company also owns a large supply of portable generators that can be deployed to provide emergency power during extended power outages to those cell sites without permanent generators.

Our MSC, Data Center, and cell site generators are tested regularly to ensure that they are functioning properly. Both the batteries and generators are regularly put through rigorous load tests to ensure that they can support the needs of the network in the event of a commercial power disruption.

Circuit diversity strategy for the wireless network
Our wireless network comprises numerous components that are connected using a mixture of fiber optic and high bandwidth telecommunication circuits. We support many of our critical network locations with diverse circuits, network technologies, and alternate local telecom carriers. The impact of a severed fiber optic cable or a faulty data circuit is minimized by this diversity in our telecommunications connectivity.

Information Technology – Disaster Recovery Planning
The Information Technology (IT) team for Verizon Wireless manages the technology that supports internal business functions. For example this technology helps internal users respond to customer needs, streamline internal and external communications, and automate many of our high volume activities. Many of these technologies are integral to our daily operations.

Our IT Disaster Recovery team focuses its efforts on mission critical applications and systems, many of which support customer transactions. System engineers for these applications and their supporting technologies emphasize redundancy, geographic diversity, and heightened security to safeguard these systems from an unexpected interruption or disaster.

Data Center Strategy
Mission critical applications are maintained in a secure data center environment. Our major data centers are protected by automatic fire detection and suppression systems, and by physical security systems and alarms. The data centers have strictly limited access to prevent entry by unauthorized

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personnel. Only a small number of authorized employees are permitted to access these data centers, and the buildings are monitored by security guards and camera systems to provide a high level of protection to the systems and services located there.

All data centers are backed up by both battery and permanent generator systems which are designed to support the data center for extended timeframes in the event commercial power is disrupted. These systems are tested regularly to ensure that they will provide power when needed.

Data Backup Strategy
In each of the Data Centers that house mission critical applications, a significant amount of resources are put into our data back-up and restoration capabilities. Ensuring the availability and security of critical historic data is part of daily operations, and our back-up procedures include internal and off-site rotation of electronic files.

Recovery Plans and Tests
The IT Disaster Recovery team develops tests and maintains disaster recovery plans for mission critical applications in the data centers. Exercises are scheduled at least annually to confirm that the applications can be restored properly, that all interfaces are accessible, and timeframes are met. Surprise simulation drills are also conducted to enhance the preparedness of the recovery teams.

Customer Service – Answering the call for operational resilience
Providing industry leading customer service is an important way for us to understand our customer's expectations, assist with questions, and ensure satisfaction with the services we provide. We continue to invest in our ability to provide excellent customer service, whether the customer contacts us during routine operations or in the midst of a hurricane.

Our customer service operations are designed to be resilient. The contact centers are equipped to adapt to changes in customer call volumes, call types, or other circumstances so that they meet service quality targets. Customers are also provided with many different ways to interact with us. For example, customers can gather information about their accounts using our website and other self-service tools if these are most convenient for them.

Call routing between multiple locations
Our customer service team operates multiple contact centers located across the United States. Our teams can redirect calls between these locations to provide the best service possible and to optimize the skills of our personnel. This operational strategy is a valuable asset during times of crisis, since it helps minimize the customer impact from a disaster that may affect one location. For example, if one contact center needs to close due to a threatening major storm in the area, that center can redirect its calls to an alternate center in an unaffected part of the country. Our national operations infrastructure is a benefit for our customers since it limits the likelihood that any one event will cause a significant impact to our customer service operations.

Contact center infrastructure
We pay particular attention to the design of our contact centers, not only to make them a safe and enjoyable workplace for our employees, but also to minimize the risk of a disruption. These efforts include special security access to the building, including security guards, camera systems, and lighting systems. The communications equipment is maintained in a secure and environmentally controlled computer room, which is supported by both backup batteries and generator power.

Recovery Plans and Tests
Our customer care teams work closely to monitor service levels, and the need to redirect calls to an alternate contact center. We have documented many of these routing patterns in our recovery plans to

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streamline our ability to activate the technology in the event of an interruption, and to send calls to the teams that are best equipped to help the customer.

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.

Verizon Response
Protecting the public and our nation takes deep commitment, endless preparation and tireless service. First responders need a network provider that understands the challenges they face and works as tirelessly as they do to help solve problems and create safer communities.

Verizon has been supporting first responders for over 28 years. We're committed to helping public safety organizations execute their missions safely.

As described above, our support teams are committed to helping keep your agency ready for whatever problems stand in your way, offering:

24/7 customer support
- Local account teams provide dedicated account and technical support built on long-standing customer relationships
- Special support teams are deployed specifically to serve the needs of large public safety agencies

Support before disaster strikes
- Preparation is the cornerstone of our commitment to first responders
- We never stop preparing our network and support teams to help your agency whenever you
- need us

Support after disaster strikes
- Our dedicated Verizon Response Team (VRT) helps keep first responders ready to protect their communities during disasters
- Our business continuity teams help restore the network to your community after a disaster
- In 2019, the VRT had 405 emergency deployments and loaned 5,318 devices to enable business continuity and disaster recovery
- In 2020, our VRT had over 2000 engagements, over 1200 deployments and we loaned over 5400 devices.; As of February 9, 2021, the VRT has had 83 deployments and loaned 607 devices to enable business continuity and disaster recovery.

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

Verizon Response
Responding to emergencies, disasters and incidents requires your best coordination and communication. The last thing you should be worrying about is your choice of network. You need to focus on your mission, not your connectivity. You need to know that your network will be reliable, today and tomorrow. As described above, Verizon's Network Event Notification Program provides DMC with timely notification of events that may impact public safety performance.

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

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Verizon Response
As described above public safety Customers and End-users can contact Verizon's dedicated help-desk for troubleshooting real-time public safety network problems and other issues. Verizon is committed to ensuring Customers and End-users have a clear path of escalation and have provided points of contact who can review and escalate public safety 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.

Verizon Response
Verizon's dedicated customer service, including escalation path, and helpdesk support. Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training is also available by device/application on Verizon's website, and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Corporate Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your employees always have the ability to contact their account team member in order to receive additional information on any features or services.

Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software In addition to an ongoing training program, Verizon's Account Team will keep DMS abreast of developments made possible through technological advancements as they become commercially available 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.

Verizon Response
Verizon identifies eligible public safety users by their NAICS Code. Eligible Public Safety NAICS Codes are listed below. Only entities that fall under these classification codes will be allowed to activate devices on a Verizon public safety plan or service. Verizon further separates these entities that qualify for public safety plans or services by placing these entities in a public safety root profile. Entities not in a public safety profile cannot activate public safety services without an approved exemption from the Verizon State and Local contracts team. In addition entities not in a public safety root profile will not have the ability to see public safety plans or services in our online portals.

Eligible Public Safety NAICS Codes

485111 Mixed Mode Transit Systems (Rail &Buses)	922190 Other Justice, Public Order, and Safety Activities

485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

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

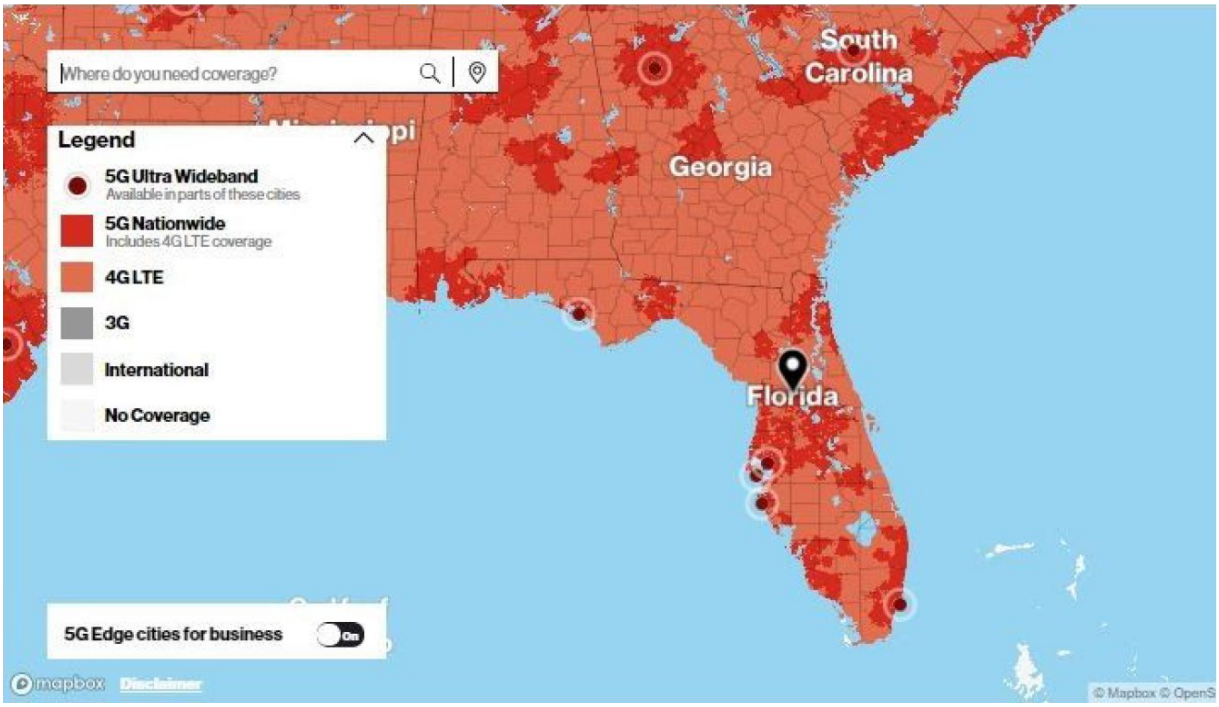
i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

Verizon Response
Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

Our online domestic Coverage Locator tool can be accessed on Verizon's website.

A coverage map has been provided below for your review and consideration.

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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.

Verizon Response
Verizon's PTT and Mission critical PTT solutions use Verizon's award winning 4G LTE network to deliver seamless communications between PTT Responder users and it is available everywhere Verizon 4G LTE coverage is available. A detailed coverage map has been provided as a response to the above requirement which reflects Verizon's coverage in the State of Florida.

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."

Verizon Response
Verizon's Mission critical PTT solutions are based on the MCPTT 3rd Generation Partnership Project (3GPP) standards compliant application designed to support public safety users' communication

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needs.[3] [3] It delivers Land Mobile Radio (LMR)-like functionality using Push to Talk services over LTE and new advanced functionality such as video and data services intended to enhance the experience and capability of public safety users to manage emergency situations beyond simple push-to-talk communications. Push to Talk Responder provides seamless communications between PTT Responder users and traditional public safety Land Mobile Radio ("LMR") networks via interoperability. By implementing a LMR Gateway as part of the overall Push to Talk Responder solution, mobile device users are able to communicate securely with devices on your agency's private LMR network.

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."

Verizon Response
Verizon's public safety solutions are network integrated solutions with dedicated QoS Class Identifier (QCI) as required by the 3rd Generation Partnership Project (3GPP) standards to ensure voice and data are allocated the appropriate Quality of Service on the Verizon LTE network, combined with other advanced LTE network features such as Priority and Preemption, they provide priority on-demand communications to Public Safety users in times of network congestion.

Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users.

Preemption automatically activates to provide approved personnel uninterrupted access to the network

in those uncommon times when the network is fully utilized. 911 calls are never preempted.

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

Verizon Response
Verizon's **Local Network Command** is a tool that provides on-demand local control of pre-selected users' network quality of service on a temporary basis. Local Network Command provides qualified agencies the capability to pre-select users to be temporarily uplifted on-demand during an incident. Local Network Command users get a temporary uplift of their QoS for data service for the duration of the incident. This uplift increases the priority treatment of data sessions through the Verizon network. The tool also provides the location of those users uplifted in a map for the duration of the incident. Once an agency has been approved to get the service, the agency needs to pre-select the users that will be up-lifted at the time of an incident and create authorized users to access the Local Network

[3] Clarification. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon confirms that we are continually working to adhere and perform to 3GPP standards at all times.

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Command Portal to be designated as Incident Commanders. Incident Commanders are authorized users that have access to the Local Network Command tool and have the capability to create and close incidents on the Local Network Command portal.

In order to up-lift end-users service at the time of the incident, the incident commander must create an incident using the Local Network Command (LNC) tool and select the LNC enabled lines that will be up-lifted. Incident Commanders can select individual lines or a pre-defined group to be uplifted.

Once a user profile is uplifted, the user profile will temporarily get an updated Quality of Service (QoS) for data traffic on the Verizon network for the duration of the incident.

After the incident has been completed or the time allotted for the incident has expired, all the participant end-user profiles will be set back to their original default profile.

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.

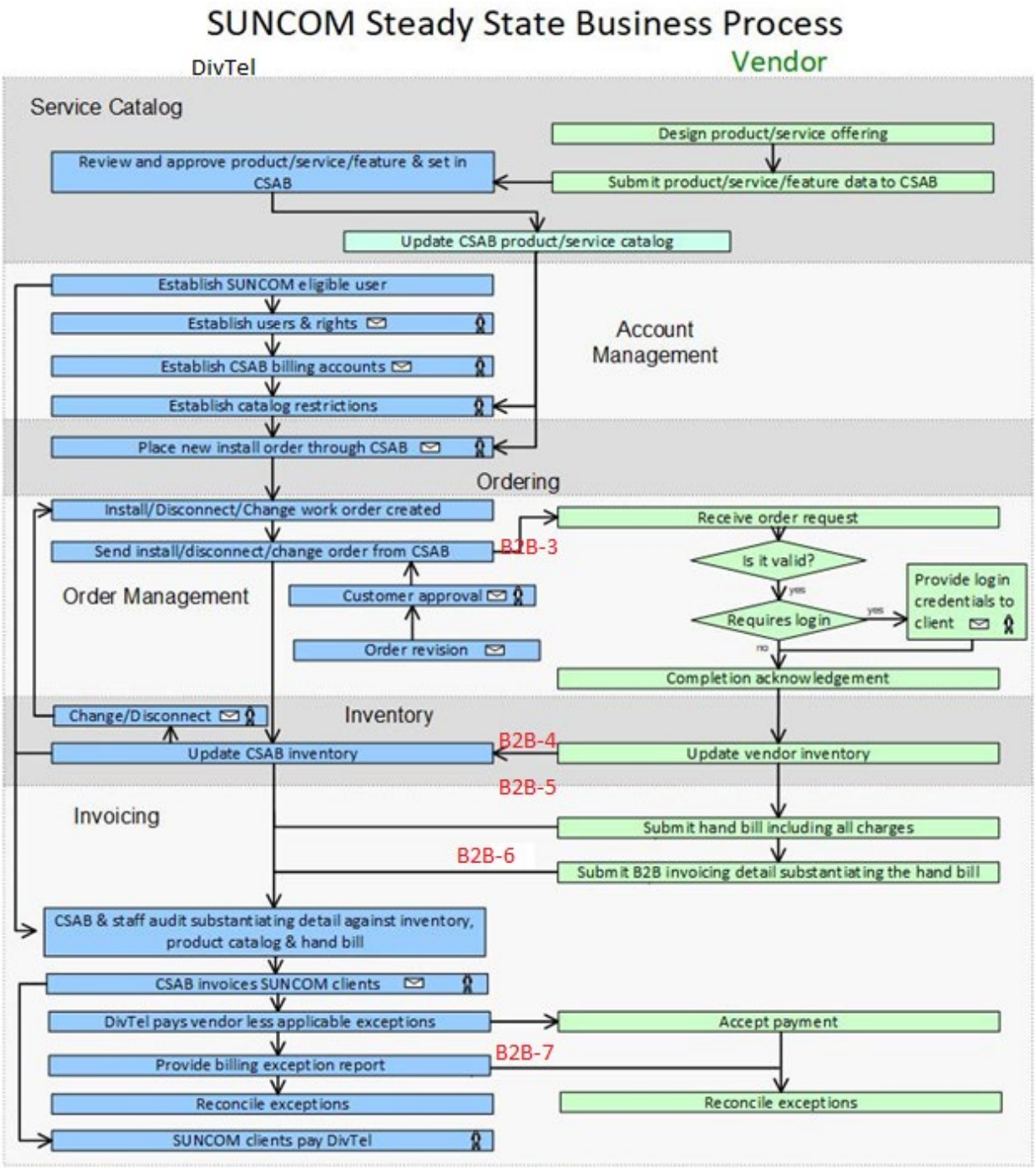
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction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

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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

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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.

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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 Service 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.

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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.

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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 10th 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.

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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:

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1. All bills should commence on the 1st 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.

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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

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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.

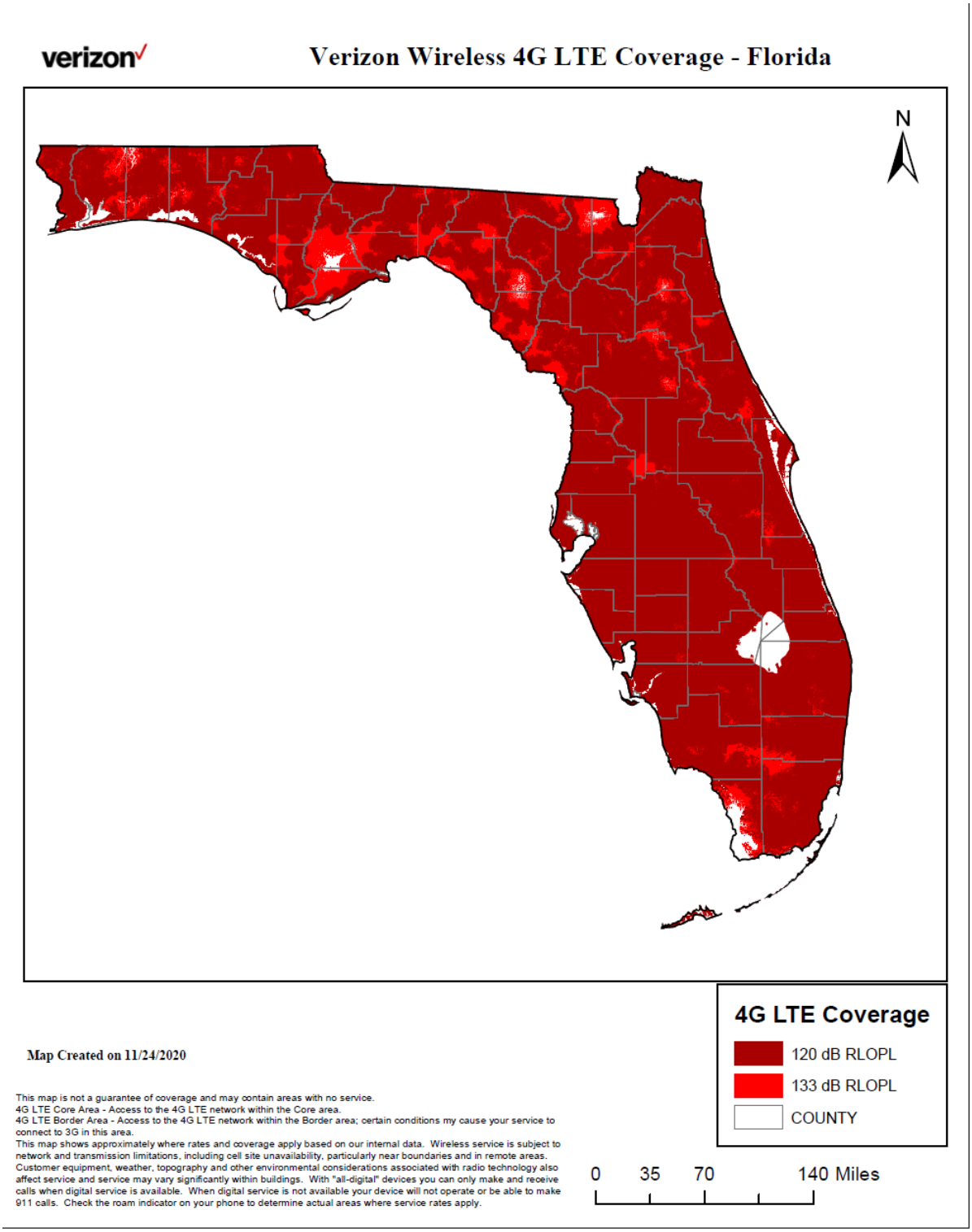
6.6 Customers Liability

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.

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Attachment A



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Verizon's Experience Reply

Verizon Wireless ("Verizon") has the most reliable network utilized by public safety across the country. Our premier network is available in more than 500 markets and covers about 98% of the United States population with 2.4 million square miles of 4G long term evolution ("LTE") network coverage and capacity. Over our advanced 100% fiber optic network, we provide Voice over LTE Wireless Priority Services, enhanced private network traffic management, and Push-To-Talk Plus with Land Mobile Radio interoperability. In sum, we deliver the best in class LTE network for public safety today.

Verizon has many years of experience providing wireless communication services to public sector clients within the State of Florida. Additionally, we have provided point of contact information for agencies that have agreed to act as references for our wireless services. These agencies will determine what information they will share with you when contacted by the State.

We estimate our market share for 2019 to be 37.8% of the U.S. wireless retail subscriber base [includes postpaid and prepaid subscribers; calculation based on top four carrier-reported numbers]. At the end of the third quarter of 2020, the total number of the population covered within our licensed U.S. territories was 329.1 million. Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles. For additional information, please see the attached coverage map(s) in Section # or visit www.verizon.com/coverage-map

It is important to look at coverage in terms of network reliability and the number of people who have wireless coverage within a given geographical area rather than the number of cell sites. Because of the improved spectral efficiency of the Orthogonal Frequency Division Multiple Access (OFDMA) technology used in 4G LTE network, we can serve a large population within a geographical area with higher voice quality and data speeds with a reduced number of resources. Our choice of the 700 MHz frequency as the basis of our 4G LTE network results in a longer range from the base station. The superior characteristics of the 700 MHz frequency range coupled with the use of MIMO (Multiple Input/Multiple Output) antennae will maximize the use of our existing network infrastructure while delivering high-speed, feature-rich services to our customers.

Customized Approach

Our robust network partner eco-system allows us to provide the right solution for the unique challenges that our first responders encounter daily. Today, we are solving first responder challenges: situational awareness, intelligent tracking and transport, energy management and community engagement.

Our approach is performance based to achieve the best possible solution while ensuring that our government customers have the network, features, functionality, and reliability that they deserve. The current industry available technological options would be available to the State of Florida ("the State"). It is important to note that Verizon is committed to providing the services that Florida requires now and into the future.

We believe in competition, thereby allowing industry and the marketplace to help establish the solution that can meet the objectives of the State including a technological architecture that would be cost effective, reliable, secure, and delivers the coverage and capacity needed by the State's users. Please also refer to Verizon's Public Safety FAQs included with this response for additional information.

We understand your concerns over cost, network reliability, security, coverage, and expertise in supporting Florida wireless mobile telecommunication services. Verizon Wireless has years of experience designing, implementing, and operating a wireless network in Florida and across the US. In a marketplace where some of our competitors ask customers to compromise on network quality, we, at Verizon, are united in our belief that "better matters" and confident of the unique role we play in delivering all the benefits of the digital world to our customers.

Our wireless devices, services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your end-users access to the applications they use the most, – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help public safety run more smoothly and efficiently.

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Verizon's Public Safety Core
Verizon has built and operates its own Public Safety core dedicated to public safety communications. The network core manages and directs all communications functions, like network access and call routing. The dedicated public safety core operates separately from our commercial core and provides first responders with access to the company's 2.4 million square mile 4G LTE network. We make priority access and preemption services available to public safety when necessary and at no charge. In addition, we have invested in new mission-critical 4G LTE voice communications to complement existing services such as Push-to-Talk Plus ("PTT Plus"). PTT Plus already includes interoperability with existing Land Mobile Radio networks.

Our Commitment to Quality
Our commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We have invested more than $122 billion nationwide since 2000 to build and enhance our wireless network, and consistently earn top rankings from independent consumer reporting and testing institutions for network quality and performance.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, power. They are also cross-trained to handle a wide variety of system maintenance issues - all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than 2 percent of the calls placed on our wireless network are dropped or fail to initially connect - even during the busiest hours of the day - as well as by our continual subscriber growth.

Network Performance
Recognizing that reliable wireless service is critical to your business, Verizon has established extensive preventive maintenance measures, network monitoring and system backup capabilities. These measures, coupled with our internal performance processes, enable us to provide our customers with levels of wireless service reliability that distinguish us from other national wireless carriers.

Two common service metrics used by the wireless industry to measure network performance are accessibility (ineffective attempts (IA) for voice calls or setup failures for data sessions) and retainability (lost calls [LC] for voice and dropped connections for data). Accessibility measures when a subscriber attempts to place a call or establish a data session and fails, and retainability measures calls or data sessions that are in progress but communication is interrupted by no overt act of the subscriber. While the industry uses these measures broadly to index call quality, we use one of the most stringent methods of applying these measurements. All reasons excluding landline network congestion are considered in arriving at the percentage figure that measures our wireless IAs.

We have experienced great long-term success in attaining the goal of keeping the aggregate percentage of accessibility or retainability failures below two percent across all of our markets. While our competitors may report percentages that are similar to ours, the methods of measurement by which they arrive at this network performance result may vary from the stringent methods we apply. When measured on a monthly average across the entire Verizon-owned and -operated network, our wireless network service level goals are:

- Cell availability (total Verizon wireless network):
— Cell availability is greater than or equal to 99.9% every month of calendar year

- Data:
— Dropped connections (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
— Setup failures (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
- Voice:
— Lost calls (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
— Ineffective attempts (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average

Independent third party engineers conduct approximately eight million tests annually of our network, along with

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other national wireless carriers' networks, while traveling almost 500,000 miles across all 50 states and the top 125 urban markets. The tests are a combination of voice, data and text in order to mimic real world users' experience.

Each test is analyzed as for the ability to access the network and complete the given task. For voice calls, they are classified as either a successful call, an ineffective attempt (a call that is blocked) or a lost call (a call that connects, but drops). Data testing includes large file downloads, uploads and smaller file downloads. The results are then published and analyzed by Verizon engineers to analyze all failures.

Voice network reliability test results have consistently shown that the number of ineffective attempts for our national network, in major metropolitan centers and some remote areas, is lower than for any other national carrier. Test results also indicate that voice calls that connect on our network are more likely to stay connected for the duration of the call. Similarly, the data network reliability test results establish that we have the nation's most reliable wireless 4G LTE network, successfully setting up a higher percentage of data sessions than any other national carrier, and successfully completing a higher percentage of tasks during those sessions.

In addition to the strenuous third party drive collection, Verizon also leverages many other data sets to ensure that the network continues to perform at the highest level. This includes additional third party information as well as internal Network KPIs that are constantly monitoring the performance of the network.

Business Continuity
Verizon has taken many steps to prevent outages from affecting our wireless customers. Our emergency response capabilities have been tested and proven during many difficult situations including wildfires, tornadoes, flooding and hurricanes.

Our Network
Our reliable network is a combination of strong technology and capable employees. Network operations teams across the country conduct exercises each year to confirm team members have access to contacts, systems, tools, and suppliers to resolve the impact if any disruption occurs. These teams are empowered to identify and implement ways to make our network stronger, more efficient, and available for our customers when they need it, even during natural disasters. Thanks to these efforts and ongoing preparations and investments, our network has stayed strong – even through the natural disasters of past years – while other communication networks often were adversely impacted or failed.

We provide voice and data service through a sophisticated wireless network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. Many critical network systems are located in geographically diverse locations. The most critical systems provide un-interrupted service to customers, even if one location is damaged. These systems are designed to automatically fail-over to an alternate location with minimal, if any, impact to customers. These systems are tested at least annually as part of the Business Continuity/Disaster Recovery program, and in many cases are tested more frequently to maintain reliable service.

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Mobile Switching Center (MSC)
The loss of a MSC is one of the most serious of possible scenarios. Each MSC is protected by automatic power backup systems, by automatic fire-suppression systems, and by physical security systems and alarms. In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

Cell Site
We have thousands of cell sites across our nationwide network to provide the desired level of service, both in terms of capacity and quality of service. We continue to increase the density of our cell sites, often through small-cell locations, which can provide overlapping coverage and reduce impact to our customers if an individual cell site is damaged or disrupted. Despite the large number of sites, we still take the loss of a single cell site seriously. Cell sites are protected by automatic fire detection systems, by physical security systems and alarms, and most have automatic power backup systems, including batteries and generators. Through arrangements with our suppliers, any major components of a cell site, up to and including the building and tower, become an immediate priority restoration effort on the part of both Verizon and our suppliers.

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Service Protection and Restoration Strategies
Service protection and restoration strategies are an integral part of our wireless network management. MSCs, Network Data Centers, and cell sites are automatically and continuously monitored for numerous factors, from call processing to room temperature. All MSCs and cell sites have battery backup and most cell sites have permanent generators. We also maintain and utilize a fleet of dozens of Cell on Wheels (COWs) and Cell on Light Trucks (COLTs), and Generator on a Trailer (GOATs) that can be rolled into hard-hit locations or areas that need extra network capacity. In addition, we also maintain towers on wheels and portable generators. We have implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provide priority service restoration if a circuit is disrupted.

Monitoring and Alarm Systems
We have two geographically diverse Network Operations Centers (NOCs) that monitor all facilities, cell sites and switches across our nationwide network. These NOCs are staffed 24x7 with experienced personnel who work closely with the regional field operations teams and with suppliers to coordinate and expedite the restoration of service in the event of outages. We have set up alarms for critical components at the cell sites and the MSCs. These send prioritized alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from a technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time
In the event of an alarm or other failure indicator, our personnel will be dispatched to the cell site, MSC, or Data Center with a standard set of spare parts and repair equipment, in addition to other parts and equipment that are indicated by the nature of the alarm and failure. Maintenance personnel provide ongoing support for our equipment and facilities to minimize the possibility of disruptions and to verify proper performance. We work closely with our suppliers to see that we have access to their engineering personnel and replacement equipment when required. We also have the ability to dynamically reroute traffic over our backbone network to address switch, microwave, interconnection problems, or capacity issues.

Respondents Experience
While Verizon Wireless is truly a 21st century company, the mergers that formed Verizon were many years in the making, involving companies with roots that can be traced to the beginnings of the telecommunications industry in the late 19th century.

Verizon Wireless has been in business since 2000; however, the companies that merged to form Verizon Wireless had been in business for an average of 15 years. Verizon Wireless has more than 120.3 million wireless retail connections (September 30, 2020). We provide wireless service to organizations of all sizes including small businesses, Fortune 500 corporations, including federal, state and local governments. We also have considerable experience providing service to entities with subscriber lines in excess of 10,000.

Additionally, we have included point of contact information for entities that have agreed to act as references for our wireless services. These entities will determine what information they will share with you when contacted by DMS. Please refer to completed Form 6 - Business Experience included in this response.

Software Support: Third Party Solutions
We offer an array of mobile business solutions from our strategic technology partners (Third-Party Solution), giving organizations access to some of the industry’s most innovative products and services, with the added benefit of enabling customers to consolidate their mobility spend on a single bill.

Enterprise Management Solutions

IBM MaaS360 with Watson
IBM MaaS360 with Watson is a trusted enterprise mobility management (EMM) solution that makes working in a mobile world simpler and more secure. It uses powerful mobile device management with comprehensive, integrated protection to enable applications, content, email and devices, without compromising the user experience, data security or privacy. IBM MaaS360 is the first EMM to integrate Machine-Based Learning/Artificial Intelligence into the EMM suites via Watson.

IBM MaaS360 with Watson delivers insights and analytics to make it faster, easier and more effective to manage and secure endpoints, their apps, data and content.

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MobileIron
MobileIron provides Enterprise Mobility Management (EMM) security and solutions for Mobile Application Management (MAM), Mobile Content Management (MCM) and Mobile Device Management (MDM), meeting the needs of small, medium or large enterprise customers. MobileIron EMM:

Security Management Solutions
Asavie Moda
Asavie Moda is a mobility service that optimizes employee productivity and gives businesses control and visibility to ensure a safe mobile internet experience. It is a network-based solution that enables businesses to manage security and productivity along with rich reporting insights on all their mobile devices.

Lookout Mobile Endpoint Security
Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage via mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.
Lookout empowers your organization to adopt secure mobility across personal and corporate owned devices without compromising productivity, employee privacy or user experience.

NetMotion Software
NetMotion's software solutions improve the performance, visibility and security of your mobile enterprise. NetMotion software gives your IT team the tools to monitor and dynamically make decisions using real-time data and analytics. NetMotion software has helpful management features

Samsung Knox
The Samsung Knox is a defense-grade security platform built into the latest mobile devices. This enterprise solution allows companies to secure, manage and customize their Samsung devices using one platform. It offers a cloud-based platform that enables users to remotely set corporate device policies and security measures, configure apps and user access, and activate/deactivate devices. Knox Workspace.

Collaboration and Productivity Solutions

BlueJeans
The BlueJeans video collaboration platform helps you modernize today's meetings to better meet the needs of today's workforce. It gives employees video conferencing solutions that enable them to virtually meet and communicate at a moment's notice with teammates, partners and customers. Moreover, BlueJeans' Smart Meetings technology includes in-app intelligence to capture the most important discussion points, assign action items, and quickly replay meeting highlights to help bolster the effectiveness of each meeting.
BlueJeans empowers fast and easy face-to-face communications, using video conferencing solutions to help bring people closer together for more effective collaboration. The platform combines high-quality audio, HD video and web-conferencing capabilities for cloud-based meetings or large interactive events. The BlueJeans video conferencing platform features a number of tools that help make it easier for workforces to communicate and collaborate virtually anywhere and anytime – simply, easily and securely.

doForms
doForms is a mobile data collection platform that provides a paperless solution for business customers. With easy form customization, doForms captures information such as GPS location, job dispatch and scheduling, mobile payment and inventory management with barcode scanning options. doForms has pre-built vertical-based solutions for healthcare, field services, transportation and retail.

GoCanvas
GoCanvas is a platform for creating and editing your own mobile app (forms) which enable users to capture information electronically on a smartphone, tablet or PC and send it to customers, colleagues or partners in seconds. GoCanvas facilitates the elimination of paper forms and increases productivity through mobile apps on just about any mobile device. GoCanvas App Store houses over 20,000 free mobile form templates including invoices, checklists, inspection apps, other common business documents and apps for specific verticals including Construction, Retail, Distribution, Healthcare and Professional Services. Businesses can customize existing applications or create their own. GoCanvas also enables you to generate high quality, professional PDF files to automatically send to your customers.

Intrepid Networks

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Intrepid Networks' integrated mobile platforms are designed for Law Enforcement, Emergency Management, EMS, Fire and Rescue teams, as well as any team requiring coordination between disparate team members. The Intrepid Response package provides the entire team with a real-time, easily accessible, common operational picture. Providing next-gen situational awareness is what makes Intrepid Network's suite of products the ultimate resource for coordination beyond visual range while providing greater front-line intelligence.
Intrepid's situational awareness apps can also fit a number of private sector business critical security needs. For example, they can be used for event management and crowd control at major sporting events, dignitary visits or other events that have integrated response teams who need to know what's happening at any given time. These teams also want to know where each team member is located and be able to share vital information as needed. Private and corporate security organizations can also benefit from similar requirements. Other private sector uses include infrastructure protection, where teams are assigned as security or emergency responders to protect important buildings and structures, such as hospitals, nuclear reactors and oil refineries.

Verizon Mobile Device Management
Verizon Mobile Device Management (MDM) is a Verizon-branded management portal that integrates Verizon differentiated services into a unified and intuitive customer experience. Verizon's MDM solution features Enterprise Firmware Over the Air (FOTA) Management, Device Diagnostics for Verizon Wireless customers, Broadband Mobile Hotspot Management, and Unified Endpoint Management.
Verizon's Business and Government Customer Operations (BGCO) teams handle support for ordering licenses and billing. However, Verizon Wireless is not the licensor of the mobile business solution. Customers obtain any license directly from the applicable Third-Party Solution provider. Customer support for Third-Party Solutions may be obtained directly from the Third-Party Solution provider or by calling Verizon Wireless technical support. The BGCO provides basic Tier 1 support, which may include set up and how to use, before advising customers to contact the Third-Party Solution provider directly. BGCO support can be reached at 800-922-0204. If the BGCO determines that an inquiry is not one concerning Equipment or Wireless Service, BGCO support may transfer the service request to appropriate Third-Party Solution representatives.

Device Support
Device Training
Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at https://www.verizon.com/support/simulators/ .

Device Warranty
As part of the wireless device equipment package, your employee will receive the manufacturer's equipment warranty, typically one year in length.
Whether or not a new device is defective out of the box, your corporate-liable end users may return wireless equipment purchased from us for any reason within 30 days of the original date of purchase.

31 Days to 12 Months
If a device is found to be defective more than 30 days but less than 12 months after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period, you may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

13 Months to 23 Months
If the defective device is beyond the manufacturer's warranty period, we will offer a Certified Pre-Owned device for purchase.

24 Months or More
If a device is found to be defective 24 months or more after the purchase date, and is not covered by an equipment protection program, unless otherwise provided in your agreement, your Government Subscribers will be eligible to upgrade at your discounted corporate equipment price at the end of a two-year agreement.

Several equipment protection programs are available for an additional monthly fee.

Staffing and Support

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Key Staff Positions
As an incumbent service provider to the State, Verizon's experienced account support team understands the State's unique requirements and provides an experienced team (inclusive of local staff) to proactively meet its needs and address any issues or concerns which may arise.

The following table describes the key staff qualifications of the support team for State of Florida:

Position	Typical Verizon Experience	Role	Minimum State of Florida Qualifications
Account Manager	5+ years	Responsible for sales and customer support to government accounts within the State of Florida. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Ensures the appropriate amount of staff at any given time from the Customer Support team. Available twenty-four (24) hours a day, 365 days of the year.	A minimum three (3) years' experience working with government clients in a government account management or sales role. A knowledge of government business practices, including State practices and practices of Customers and public Safety Services. At least three (3) years' work experience in the telecommunications industry. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.
Project Manager* *To be determined based on assessment and/or evaluation of currently implemented solutions. This role to be reviewed and discussed during the contract negotiation phase.	TBD	Oversight and responsibility for all assigned projects under the DMS contract. Act as point of contact for DMS to coordinate all implementation and migration. Manage and direct the planning of the staff and resources in support of assigned projects under the DMS contract.	Responsible for every aspect of all projects related to the DMS Contract. Lead and direct teams to deliver projects within the constraints of schedule, budget, and resources. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from

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			Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS
Business Operations Manager	3+ years	Oversight of business operations, including billing, ordering, and related business operational procedures under the DMS contract. Communicate DMS concerns to the appropriate Verizon management personnel. Authorized to effect business operational procedures and related outcomes in support of the DMS contract.	A minimum of three (3) years' experience working with government clients. Knowledge of government business practices, including State practices and practices of Customers. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization
Global Enterprise Advisor	2-4 years	Manages day-to-day account activity, complete account-specific projects, monitor accounts receivables, and, as needed, conduct bill reviews with authorized contacts to promote accurate billing. Can also provide personalized support for billing escalations and non-standard requests.	
Engineering and Design Manager* *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	3+ years	Point of contact for all engineering and design issues. Responsible for directing all aspects of engineering and design concerns for the services. Authority to direct staff. Available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to address the State's requests.	A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Five (5) years or more of engineering work experience.

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Operations and Security Manager *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	5+ years	Serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. Point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. Available twenty-four (24) hours a day, 365 days of the year as needed to manage operational and security concerns and to address the State's request	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. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans. Experience with information security architecture and security tools. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS. May also be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.
Technical Specialist	3-5 years	Essential knowledge of cellular networking, switch operations, and data applications. Investigate, diagnose, and resolve customer inquiries. Troubleshoot roaming issues, support 800 line specialists, Company Stores, and roaming partners.	

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CSAB Administrator	3 years	Approves and monitors CSAB access privileges for Manages closeout and past orders. Reviews inventory data for Verizon services. Monitors other access as approved by DMS	.
Customer Service Representative	4 years	Implement voice and data applications and resolve daily operational issues including training. Support of projects, implementations as well as operational changes.	
Technical Support	5 years	Team with specialized knowledge of cellular networking, switch operations, especially focused on data applications and solutions. Investigate, diagnose, and resolve customer inquiries beyond basic billing/device concerns. Coordinates trouble resolution with Verizon Network Repair Bureau, suppliers and wireless solution partners.	

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

In the event of any change to any member of your account management team, we will work with the DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

Account Team

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As an incumbent service provider to the State, Verizon provides an experienced account support team, inclusive of local staff to proactively address any issues or concerns which may arise.

The Verizon Account Team
Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Account Manager: Tom Madden, Government Client Partner, Public Sector, Verizon Business Group,
As an incumbent Service Provider to the State Verizon's proposed Account Manager, Tom Madden, has served in this required key staff position and is well versed in DMS' requirements. Tom's credentials and 25 years experience meet or exceed all of DMS' requisite qualifications. Upon contract award, Tom will continue to fulfil the role of DMS' primary point of contact and full-time Account Manager for all MCS services provided under the resulting new Contract

The Account Manager for DMS under the State contract will serve as senior manager and primary contact, with responsibility for all day-to-day MCS issues, and the coordination and resolution of all MCS activities. These duties may include but are not limited to; overseeing account activity, discussing wireless communications objectives, as well as addressing any issues or concerns with the appropriate level of management (as necessary) working in concert with the rest of your support team. The Account Manager will continue to serve as the lead on account development, training, demonstrations, product updates, pricing, and statewide contract management. The Account Manager (or designated backup(s)) will be available twenty-four (24) hours a day, 365 days of the year to support the State's needs. Please refer to the resumes included with this response for further details.

Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep
Verizon Business Operations manager Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep is responsible for sales and customer support for government accounts within an assigned geographic territory. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Provides follow-up training for new customers, handles equipment issues, performs rate plan analysis, explains billing and interacts with the Government support center on customer service issues. Please refer to his resume included below for additional detail.

Customer Support Team
The Business Government Customer Operations ("BGCO") team assigned to the State of Florida is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.
In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our government accounts, but can address many of your employees' inquiries.

If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24/7, 365 days of the year and can be reached toll free at 800-922-0204. Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account. Please refer to the table above for additional information regarding the qualifications and experience of the team assigned to support the DMS contract.

End User Training and Support
Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training currently available by device/application at www.verizonwireless.com and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Government Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your

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employees always have the ability to contact their account team member in order to receive additional information on any features or services.

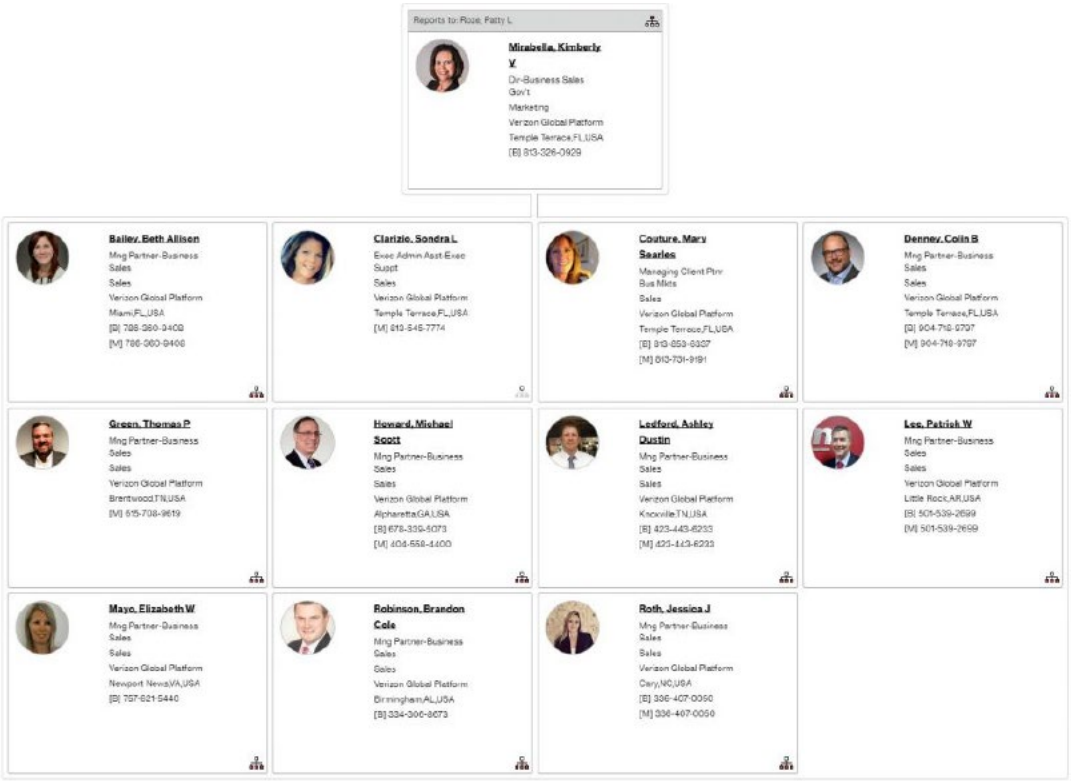
Please note, your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at

https://www.verizon.com/support/simulators/ .

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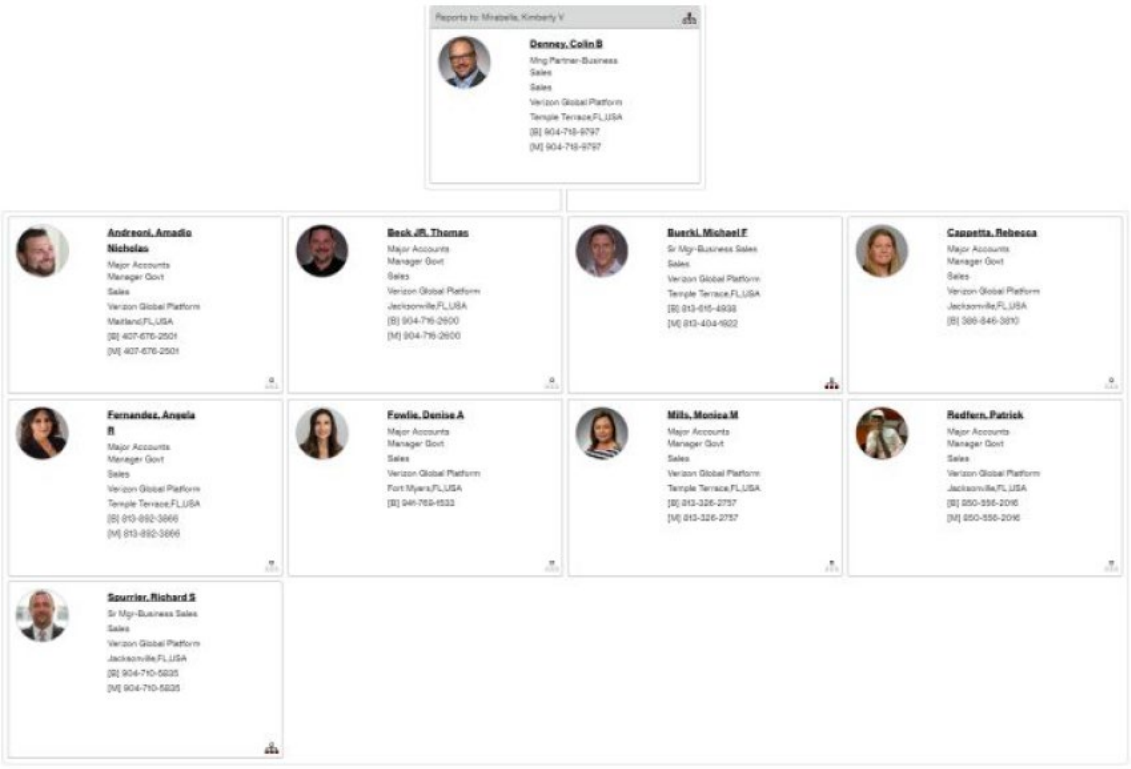
Organizational Charts

Leadership SouthEast Region Government Sales Support



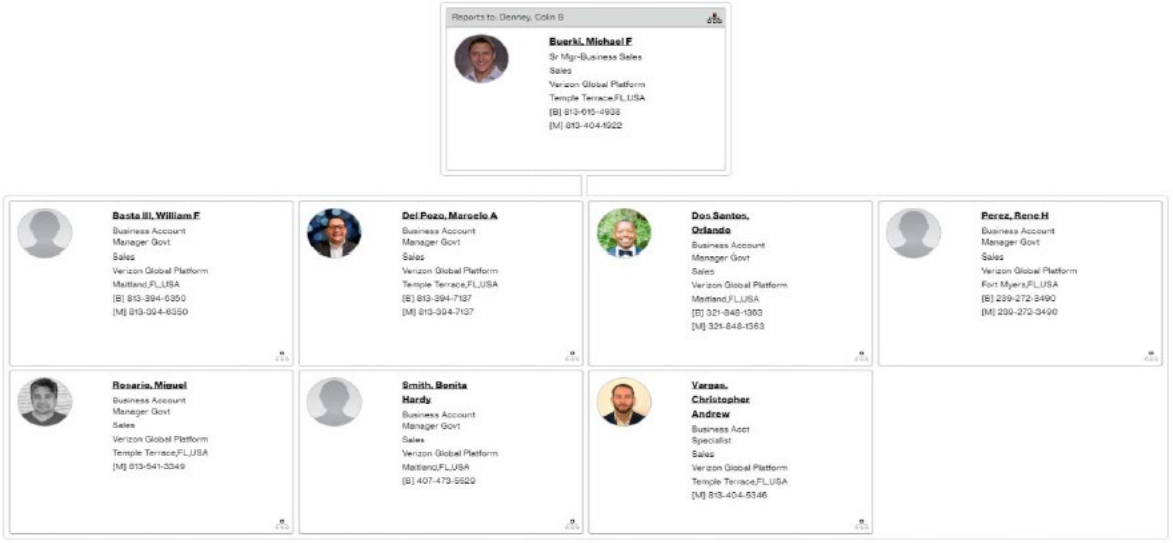
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North/Central Florida Government Sales Support

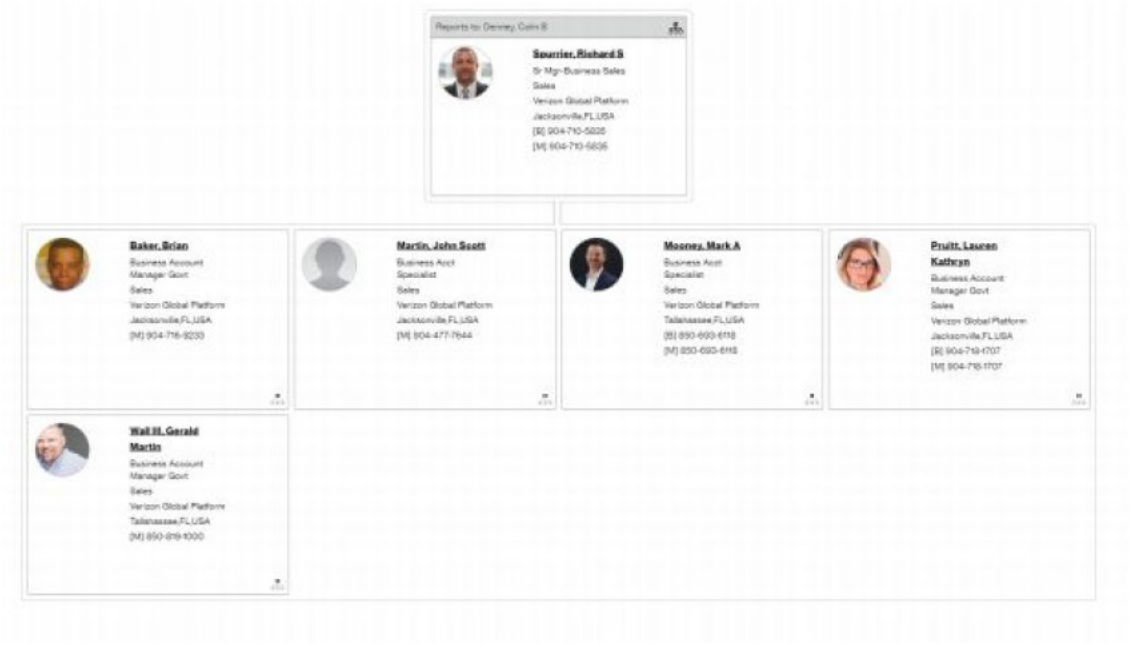


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North/Central Florida Government Sales Support



North/Central Florida Government Sales Support



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South Florida Government Sales Support

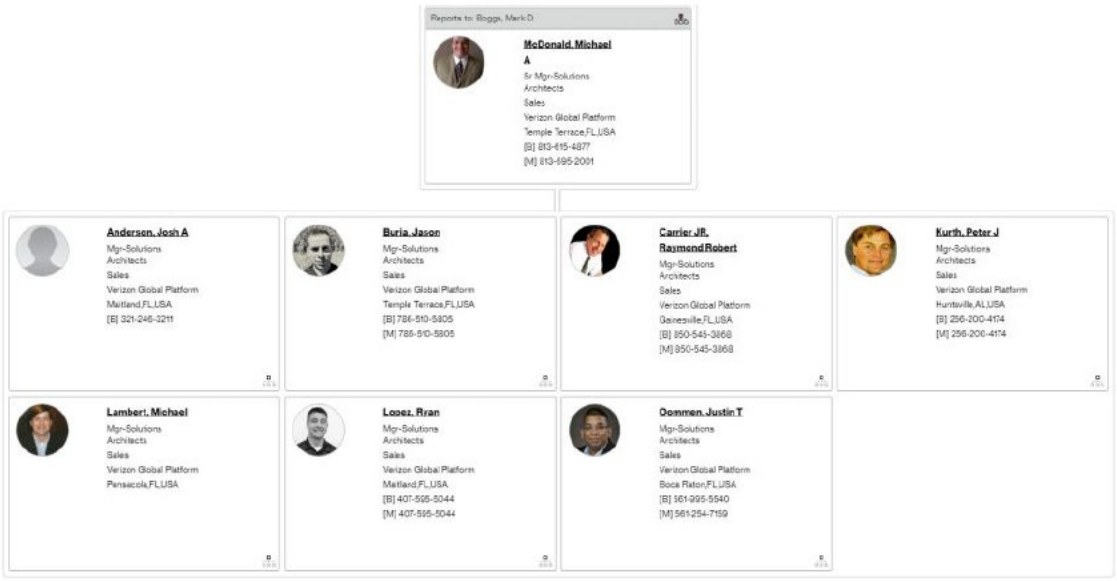


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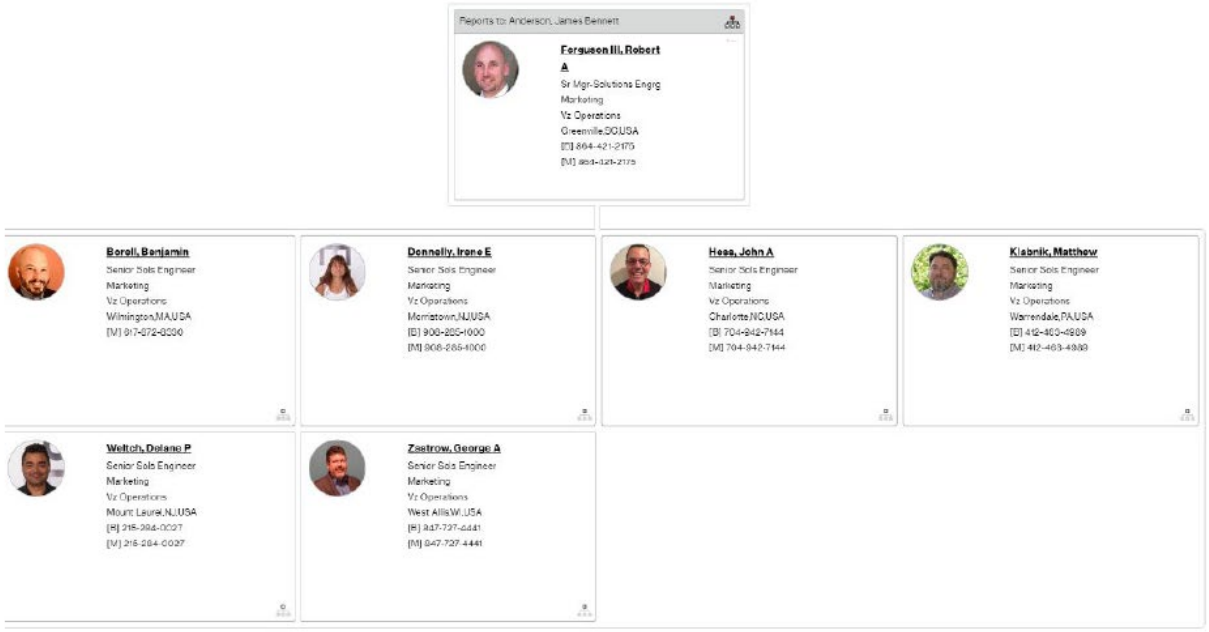
South Florida Government Sales Support



Solutions Architects

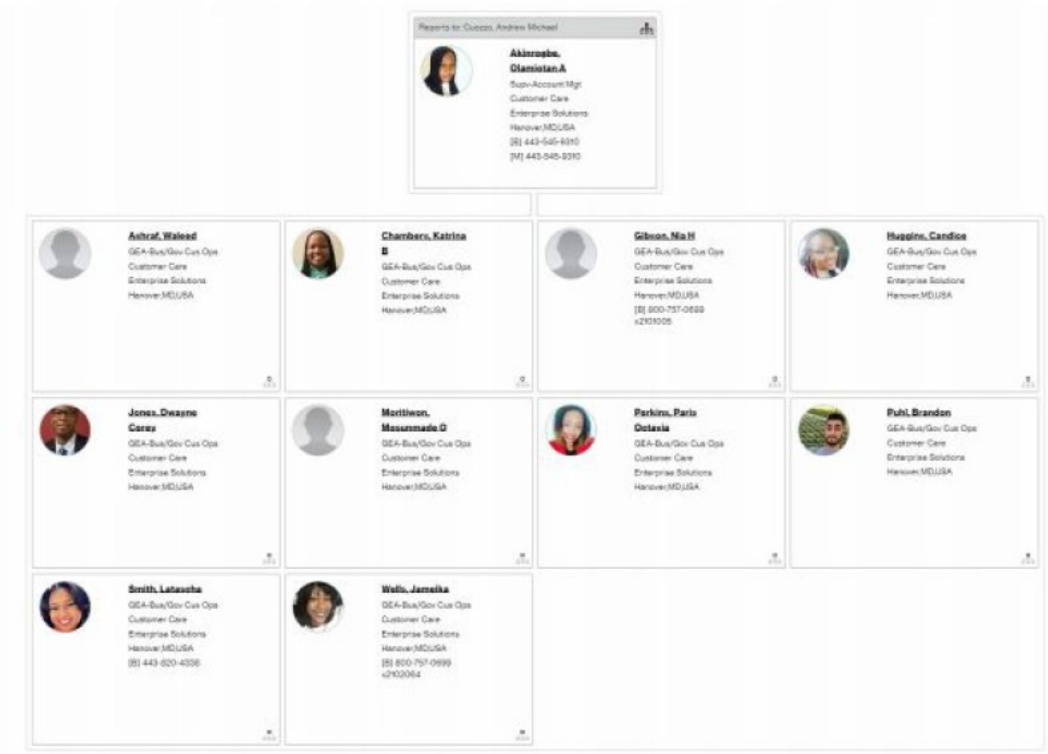


Solutions Engineer



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Business Government Customer Operations Support



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Letter of Bondability

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MARSH

November 5, 2020

Florida Department of Management Services
4050 Esplanade Way
Suite 335.3Y
Tallahassee, FL 32339-0950

Re: Mobile Communication Services

To Whom It May Concern:

Liberty Mutual Insurance Company, a corporation under the laws of the State of Massachusetts, with an office and place of business 175 Berkeley Street, Boston, MA 02116, represents Verizon Wireless for surety bonding needs.

At the present time, Verizon Wireless is in a position to consider single projects up to $5 within an aggregate limit of $250 Million. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Verizon Wireless. At the request of Verizon Wireless, Liberty Mutual Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Verizon Wireless and Liberty Mutual Insurance Company, and will be subject to Liberty Mutual Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Liberty Mutual Insurance Company assumes no liability to Verizon Wireless, third parties or to you if for any reason Liberty Mutual Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Erin M. Margelis
FL Non-Resident License Number E095788
Liberty Mutual Insurance Company
A by A. M. Best Financial Size Category XV

SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.

MARSH & McLENNAN COMPANIES

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State of MARYLAND
County of PRINCE GEORGE'S } ss:

On November 5, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Erin M. Margelis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/05/2023

Adanna Brathwaite
Notary Public

ADANNA BRATHWAITE
Notary Public-Maryland
Prince George's County
My Commission Expires
November 05, 2023

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Erin M. Margelis all of the city of Washington, state of District of Columbia each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

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Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	
Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities		
Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/20

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

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			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)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

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					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. 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

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					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	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	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.

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					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	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

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	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	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours 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 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.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

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	SLA-B9	Notification, 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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

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	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.

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	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	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

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	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	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	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	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

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	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	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
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	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
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.

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	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 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 30th 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. 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 30th 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.

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Definitions

Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Discount Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Discount Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between select wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Network Speeds on the Verizon Wireless Network (4G LTE): Uploads: 2-5 Mbps and Downloads: 5-12 Mbps

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active for 24 months or more before being eligible to be upgraded. 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.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service

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continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

ThingSpace Mange: ThingSpace Manage ("ThingSpace") provides Customer with the ability to remotely monitor and manage its M2M/IoT devices. If Customer desires to access and use ThingSpace, it must so request in writing, and Verizon Wireless shall provision ThingSpace on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. ThingSpace set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of ThingSpace are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the ThingSpace including any alterations, modifications, improvements and derivative works thereof.

Legacy Pricing. All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date of the Agreement ("Legacy Plans"), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer's existing Government Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

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STATE OF FLORIDA CUSTOM PER UNIT PLANS AND FEATURES

Custom State of Florida Nationwide Voice Per Minute Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
200 Text/Picture/Video Message Option 600 Mobile to Mobile Minutes (82587)		No Domestic Roaming or Long Distance Charges 600 Night and Weekend Minutes (72711)	
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime Voice Allowance Minutes Per Month	Voice Per Minute Rate
(86680)	$0.00	0	$0.049
Optional Features			
Text, Picture & Video Messaging	Per the applicable Custom State of Florida SMS/MMS Per Message Feature rate		
Domestic Data Sent or Received	$1.99 per MB or per Data Package		
Unlimited Domestic Push To Talk Plus	$10.00		

Notes: 4G Basic handset devices Only. See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. Must request SMS and/or MMS option to receive 200 included Text/Picture/Video messages option. PTT Plus service requires; PTT Plus feature, PTT Plus enabled device, and PTT Plus coverage. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans or may purchase equipment at full retail price. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Custom State of Florida Nationwide Machine to Machine (M2M) Per Megabyte Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
Data for Telemetry (M2M) devices only		This plan may NOT be used for email	
SOFL Plan Number	Machine to Machine (M2M) Monthly Access Charge Per Line	Domestic Megabytes (MB) Allowance Per Month	Data Per Megabyte Rate
86693	$0.00	0	$0.099

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. Machine-to-machine coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Current data coverage details and additional plan information can be found at www.verizonwireless.com.
Only Customer-provided, 4G-capable machine-to-machine devices may be activated on this plan.
If the voice block feature is removed, subscribers will be charged $0.049 per minute for voice calls.

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4G Basic Phone Push to Talk Plus (PTT+) Only Plan: Government Subscribers Only

	Push to Talk Plus Only Plan
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	$0.049
Data Sent or Received	$1.99 per MB or per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options. If the voice block feature is removed, subscribers will be charged $0.049 per minute for non-Push to Talk Plus voice calls. (94976)

4G Smartphone Phone Push to Talk Plus (PTT+) Only Feature: Government Subscribers Only

	Push to Talk Plus Only Feature
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	per voice/data plan
Data Sent or Received	per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options.

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State of Florida Nationwide Voice Calling Share Plans: Basic Phones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Domestic Long Distance	Included	
Domestic Data (data can be blocked)	$1.99 per MB or per data package 4G data blocked. Data package must be selected.	
OPTIONAL FEATURES		
500 Domestic Text, Picture & Video Messages	$0.00 SMS: $0.10 outbound/$0.02 inbound/overage MMS: $0.25 per Picture or Video Message/overage	
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	$10.00	

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.See attached Calling Plan and Feature Details for important information about calling plans, features and options.

*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

Profile Share- Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

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State of Florida Nationwide Voice Calling Share Plans: Smartphones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	Included	
Domestic Long Distance	Included	
Domestic Data	Data package must be selected.	
OPTIONAL FEATURE		
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

Profile Share- Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

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WIRELESS VOICE

Custom State of Florida Nationwide Voice Calling Plans				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes		
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
(86195)	250	$25.75	$0.052	$0.69
(86196)	600	$36.05	$0.052	$0.69
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. *Overage Rate applies after allowance. 4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

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WIRELESS DATA

Custom State of Florida Mobile Broadband Data Plans*				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS Messaging
86226	$20.60	500MB	$0.00849per MB	Included
86227	$25.75	1,000MB		
86229	$36.05	Unlimited*	N/A	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to these plans while 3G service is available. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Can be added to voice plans with a monthly access fee of $14.99 and above. *Router devices cannot be activated on these plans.

Custom State of Florida Smartphone Data Feature Packages				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging
77294/ 79789	$15.45	500MB	$0.00849 per MB	Included*
(77295 and 79790)	$20.60	1,000MB		
Exhibit (79740 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. 4G service requires 4G equipment and 4G coverage.
*Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.
May only be added to a voice plan with a monthly access fee of $14.99 and above.

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Custom State of Florida Smartphone Unlimited Data Feature Package				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging with Mobile Hotspot
(79407-4G), (79781-4G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans. May only be added to a voice plan with a monthly access fee of $14.99 and above.

Custom State of Florida 4G Mobile Broadband Data Share Plans for Tablets Government Subscribers Only					
These plans are Not eligible for monthly access discounts.					
Monthly Access Fee	**$10.00 (99775)**	**$18.00 (31781)**	**$22.00 (36656)**	**$35.00 (36659)**	**$50.00 (36660)**
Domestic Shared Data Allowance	250 MB	1 GB	2 GB	5 GB	10 GB
Data Overage Rate	$9.97 per GB				

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G tablets except that existing lines on 3G tablets may change to these plans while 3G service isavailable.

Data Sharing (Domestic Only): Account Share. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

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Custom State of Florida Unlimited Mobile Broadband Data Plans

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
86229	$36.05	Unlimited*	N/A

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Routers cannot be activated on this plan.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90237)	$59.99 (90240)	$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*	Smartphones[1]				
Monthly Access Fee	$35.00 (92731)	$65.00 (92732)	$75.00 (92736)	$85.00 (92737)	$95.00 (92738)	$105.00 (92740)
Monthly Access Fee less discount	$26.95	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	$10.00 per GB					
Mobile Hotspot[2]	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance[3]	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line $5.00 per line					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional $15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	$5.00 (92739)	$10.00 (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	$5.00	$10.00	$26.95	$34.65	$42.35	$50.05	$57.75
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices - Connected Device / Internet with Voice The calling plans below reflect the monthly access fee discount. No additional discounts apply.						
	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Custom State of Florida Nationwide Wireless Smartphone Data Plan with Mobile Hot Spot			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Data for Smartphone devices only			
Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Domestic Mobile to Mobile, Nights and Weekends, and SMS and MMS Messaging
$35.99 (93445)	Unlimited*	$0.052 per minute	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

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Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	**1 MB** (87640)	**5 MB** (87641)	**25 MB** (87642)	**50 MB** (87643)	**150MB** (87644)
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	**250 MB** (87645)	**1 GB** (87646)	**5 GB** (87647)	**10 GB** (87648)
Monthly Access Charge	$20.00	$25.00	$38.50	$61.60
Overage Rate Per Megabyte	$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Profile Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

Machine to Machine Wireless Backup Router Plan

This Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access	**Data Allowance**	**Overage Rate**
$10.00 (86848-4G)	25 MB	$10.00 per GB

Note: This plan is restricted to Verizon Wireless network use only; domestic and international roaming not available.. 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of five (5) active M2M Lines to be eligible for this plan. Customer must provide its own Equipment, approved for use on the Verizon Wireless network, when activating service on this plan. Not all wireless routers can be provisioned on this plan.

This plan is approved for use as a backup solution for business continuity only and may not be used for primary connectivity. Verizon Wireless reserves the right to migrate lines on this plan to the standard 5 GB M2M Plan if usage on a line provisioned on this plan exceeds one GB for three consecutive bill cycles.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans:

Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90231)	$59.99 (90234)	$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

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Custom Flat Rate Mobile Broadband - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$34.99**
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom Mobile Broadband Plan II – Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$44.99**
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee (Discount Applied)	**$50.05**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited[1]
Domestic Mobile Hotspot	Unlimited[2]
Domestic and International Messaging Allowance	Unlimited[3]
Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) In the event of network congestion, after 22GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. (2) Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. (3) Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. (13656)	

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Custom Business 5G Ultra Wideband Bolt-On Feature **Government Subscribers Only** **Not eligible for discounts.**	
Monthly Access Fee	$10.00
Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, where available. Current coverage details can be found at www.verizonwireless.com/5G. This feature is only available to 5G UWB capable smartphones on Custom Unlimited Business Plan for Smartphones. (13656)	

4G Business TravelPass Feature[1,::]: Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	**$5.00 (SPO 383)**
Rest of World Daily Rate[2,3]	**$10.00/day**
Non-Travel Pass Countries[4]	Pay As You Go Rates
Notes: [1]This feature requires a 4G LTE GSM/UMTS global-capable device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates and additional information, see attached International services pricing for further details. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (13656) under this Agreement. This is a commercially available feature which is subject to availability and change.	

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International Options Monthly Features: Mexico and Canada					
The calling features below reflect the monthly access fee discount. No additional discounts apply.					
International Options Monthly Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SPO 428)	$20.00 (SPO 426)	$15.00 (SPO 441)	$30.00 (SPO 425)	$25.00 (SPO 443)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: . [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Features : 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SPO 431)	$50.00 (SPO 433)	$40.00 (SPO 445)	$85.00 (SPO 423)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: . [1]The data allowance applies in 140+Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

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International Options Monthly Recurring Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SFO 427)	$20.00 (SFO 446)	$15.00 (SFO 434)	$30.00 (SFO 424)	$25.00 (SFO 442)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

International Options Monthly Recurring Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SFO 412)	$50.00 (SFO 432)	$40.00 (SFO 444)	$85.00 (SFO 422)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: [1]The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

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Global Data Optional Features				
The Data Packages are eligible for monthly access fee discounts and promotions, when available.				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB
Notes:. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance. See attached International services pricing for further details.				

SingleRate for Enterprise Domestic Shared Business Email and Messaging with International Travel Voice, Email, and Messaging Government Subscribers Only This plan is not eligible for monthly access fee discounts.		
Monthly Access Fee	**$65.00 (4G) 95266**	**$85.00 (4G) 95268**
Monthly Domestic Voice Allowance in US/Canada/Mexico	Unlimited	Unlimited
Domestic Data Allowance in U.S. (with Sharing)	2 GB	3 GB
Domestic Data Overage Rate	$10.00 per GB	$10.00 per GB
Mobile Hotspot*	Included	Included
Domestic and International Travel Messaging Allowance†	Unlimited	Unlimited
International Travel Voice Allowance (ROW)**	120 Minutes	180 Minutes
International Travel Voice Overage Rate	$0.40 per minute	$0.30 per minute
International Travel Data Allowance††	1 GB	1 GB
International Travel Data Overage Rate	$45.00 per GB	$40.00 per GB
International Long Distance – Toll Free	Included	Included
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Domestic coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on these plans. ††The international travel data allowance applies in Canada, Mexico, and the **rest of the world (ROW), where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries, go to www.verizonwireless.com/international. *Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. International travel voice minutes and international travel data allowances do not share. †Prevailing rates apply to all other messaging types. Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to the customer. **Data Sharing (Domestic Only) Profile Share:** Lines on the same profile can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.		

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ADDITIONAL WIRELESS FEATURES

Custom State of Florida SMS/MMS Messaging Features			
The calling features below reflect the monthly access charge discount. No additional discounts apply.			
Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
77328	$2.00	300 messages	$0.05 per message
77341	$3.00	500 messages	
77329	$7.00	Unlimited	N/A
Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received, see attached International services pricing for further details.;. **Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Messaging features are available to all Basic and Smartphone voice, and voice and data bundles.			

Custom State of Florida Field Force Manager Features			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Conventional (Basic) Phone or Smartphone			
	Limited	Basic	Pro*
Monthly Access Charge	$9.99 per user (75681 for Basic and Smartphone)	$20.00 per user (76722 - Basic) (76637 – Smartphone)	$25.00 per user (76723 - Basic) (76638 – Smartphone)
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Field Force Manager (”FFM”) Features may only be added onto a Custom State of Florida calling plan with a monthly access fee of $20.00 or higher. Data plan required. Requires a minimum 500 MB Data Package for Smartphones. FFM is available on select devices only. *FFM Pro is not available on all devices. If the Block Voice Feature is removed, a per minute rate of $0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.			

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Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License licenses are not eligible for any further discounts.	
Product	**Monthly Access**
Tablet	$3.75
Inter-carrier (only any device)	$3.75
3rd Party Web (HTML) API Client	$3.75
Dispatch (License) Windows PC with PTT and mapping	$22.50
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only Push to Talk Plus service is required.	
LMR licenses are not eligible for any further discounts.	
Product	**Monthly Access**
LMR Channel per account	$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	$8.25
Inter-carrier (any device)	$8.25
3rd Party Web (HTML) API Client	$8.25
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

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PTT+ LMR Interoperability Deployment Services.

The below services provide for the integration and deployment of Verizon PTT+ with a customer's LMR network based on either a ROIP (Radio Over IP) or ISSI (Inter Sub-System Interface) LMR network architecture.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment							
Additional Discounts Not to Apply for Virtual Deployments.							
***Virtual Deployment type**	**Price** **Software Plan Id and Description**	**Provided Via Email**	**Provided Via Phone**	**Project Management**	**Configuration of Equipment**	**Testing of Equipment**	**Up to 4 Talk Groups**
Onetime Fee							
ROIP Assisted Virtual Deployment	$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

Note: ***Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched.** Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment
Customer Requirements:

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Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:
Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

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Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

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ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

Name ID Features **The features below reflect the monthly access charge discount. No additional discounts apply**	
Feature	**Monthly Access**
Share Name ID*	$0.00
Company Name ID	$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. .

1. Users must be subscribed to the My Business portal to use this feature.

Call Filter Plus Service Fees **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.75

Notes: Additional feature information is attached hereto . [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

Call Filter Free Service **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.00

Notes: Additional feature information is attached hereto. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

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ENHANCED SERVICES AND SOLUTIONS

4G Smartwatch with NumberShare[1] Unlimited Plan - Government This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance[2]	Unlimited
Domestic and International Messaging Allowance[3]	Unlimited
Notes: This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smarthwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices. 1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data. 2. Usage may be prioritized behind other customers in the event of network congestion. 3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.	

Verizon Mobile Device Management (MDM): Government Subscribers Only Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management[1]	$0.00 (license requirement with service)
Device Diagnostics[2]	$0.99 / per device per month
Broadband Hotspot Management[3]	$1.49 / per device per month **OR** $15.00 / per device per year
Unified Endpoint Management	$1.00 / per device per month **OR** $10.00 / per device per year
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. [1] Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. [2] Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple IOS and Google Pixel/Nexus Devices. [3] Broadband Hotspot Management currently supports the MiFi 7730L, AC791L, Jetpack MiFi 6620L, and USB730L.	

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MobileIron Enterprise Mobility Management License Fees

On-Premise (Core)

(Minimum 500+ MI Core Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

On-Premise (Core) (Software Subscription License)

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Core (on-premise) EMM Silver Bundle per Device SKU: MICore Silver Per Device	$3.00	$36.00	MobileIron Core (on-premise) EMM Silver Bundle per User SKU: MICore Silver Per User	$4.50	$54.00
Gold	MobileIron Core (on-premise) EMM Gold Bundle per Device SKU: MICore Gold Per Device	$4.50	$54.00	MobileIron Core (on-premise) EMM Gold Bundle per User SKU: MICore Gold Per User	$6.75	$81.00
Platinum	MobileIron Core (on-premise) EMM Platinum Bundle per Device SKU: MICore Platinum Per Device	$5.63	$67.50	MobileIron Core (on-premise) EMM Platinum Bundle per User SKU: MICore Platinum Per User	$8.63	$103.50

On-Premise (Core) (Software Perpetual License)

Annual Subscription License Bundle per Device and Direct Support					Annual Subscription License Bundle per User and Direct Support (**3 Devices per User**)			
Type	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost
Silver License	MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: MICore Silver Per Device Perpetual License	-	-	$56.25	MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: MICore Silver Per User Perpetual License	-	-	$82.50
Silver Support **(REQUIRED)**	Maintenance Support for MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: Maintenance Support MICore Silver Per Device Perpetual License	$0.94	$11.25	-	Maintenance Support MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: Maintenance Support MICore Silver Per User Perpetual License	$1.38	$16.50	-
Gold License	MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: MICore Gold Per Device Perpetual License	-	-	$82.50	MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: MICore Gold Per User Perpetual License	-	-	$123.75

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Gold Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: Maintenance Support MICore Gold Per Device Perpetual License	$1.38	$16.50	-	Maintenance Support MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: Maintenance Support MICore Gold Per User Perpetual License	$2.06	$24.75	-
Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	$157.50
Platinum Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	$1.75	$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	$2.63	$31.50	-

PROFESSIONAL SERVICES

On-Premise (Core) Installation[1]		
Support and Maintenance Included		
License Type	Description/SKU	One-time Cost[2]
Silver	MICore Silver Installation MI-PS-DEPLOY1	$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	$8,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 500 MobileIron licenses are required for On-Premise (Core) for initial order for new MobileIron Customers. [2]On-premise (Core) requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management License Fees

Cloud

(Minimum 25+ MI Cloud Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

Cloud License

	Annual Subscription License Bundle **per Device** with Direct Support			Annual Subscription License Bundle **per User** with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device SKU: MICloud Silver Per Device	$3.00	$36.00	MobileIron Cloud EMM Silver Bundle per User SKU: MICloud Silver Per User	$4.50	$54.00
Gold	MobileIron Cloud EMM Gold Bundle per Device SKU: MICloud Gold Per Device	$4.50	$54.00	MobileIron Cloud EMM Gold Bundle per User SKU: MICloud Gold Per User	$6.75	$81.00
Platinum	MobileIron Cloud EMM Platinum Bundle per Device SKU: MICloud Platinum Per Device	$5.63	$67.50	MobileIron Cloud EMM Platinum Bundle per User SKU: MICloud Platinum Per User	$8.63	$103.50

PROFESSIONAL SERVICES

Cloud Installation[1]

Support and Maintenance Included

License Type	SKU	One-time Cost[2]
Silver	MICloud Silver Installation MI-PS-DEPLOY1-MICLOUD	$1,500.00
Gold	MICloud Gold Installation MI-PS-DEPLOY2-MICLOUD	$3,000.00
Platinum	MICloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	$4,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 25 MobileIron licenses are required for initial Cloud order for new MobileIron customers. [2]MICloud requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management: Government Subscribers On-Premise and Cloud Managed Service Features

All features are available on both On-premise and Cloud managed installations. Included features are determined by MobileIron License Type

Feature	Functionality	Included Features by License		
		Silver	Gold	Platinum
Apple DEP	Supports Apple DEP (for iOS devices)	✓	✓	✓
Android for Work	Supports AFW (on AFW enabled devices)	×	✓	✓
Samsung KNOX	Integrates with Samsung KNOX (KNOX sold separately)	×	✓	✓
Email Access	Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)	✓	✓	✓
Secure Enterprise Gateway (Sentry)	In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)	✓	✓	✓
Apps@Work	Enterprise App Store Basic Container	✓	✓	✓
Content Catalog	Secure Doc catalog and publishing (basic content repository)	25 files/ 2MB each	50 files/ 25MB each	
Docs@Work	Access, annotate and share documents from email, and on-premise management repositories	×	✓	✓
AppConnect	Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)	×	✓	✓
Web@Work	Secure Browser Secure data in motion No VPN required	×	✓	✓
Tunnel	iOS per App VPN native functionality	×	×	✓
Help@Work	Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting	×	×	✓
Identity@Work	MobileIron's ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)	×	×	✓
Service Connect Integrations	ServiceNow integration to streamline IT workflows	×	×	✓

Notes. Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions attached hereto. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

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MobileIron Enterprise Mobility Management Remote Technical Product Training: Government Subscribers		
MobileIron Remote Technical Product Training services are not eligible for discounts		
Includes up to six (6) hours of MobileIron software training		
Common Training Project Activities		
Session	**Activity**	**Description**
Administrative Training Session 1	**Administrative Training – Session 1:** 1. MobileIron Architecture 2. Installation/Setup Review 3. MobileIron Admin Portal* 4. System Portal 5. User Management 6. Sentry Overview 7. High Availability Overview (if applicable)	• Walk-through of the overall Software architecture • Review installation basics (review only - no installation activity) • Provide a deep dive into the administration portal features and functionality • Provide deployment and configuration set up best practices • Provide policy configuration guidance for common security, sync, and application control policies • Review setup options for Sentry and Core High Availability
Administrative Training Session 2	**Administrative Training – Session 2:** 1. Device Registration/Management Details* 2. Common Troubleshooting Steps	• Provide a deep dive into registering users and the user management tools • Review the most common troubleshooting tips and tricks MobileIron administrators and help-desk staff members encounter during the operational rollout
Help Desk Training	**Help Desk Training:** 1. MobileIron Architecture 2. UI Basics 3. MobileIron Policies 4. User Management 5. Device Registration/Management Details*	• The same topics as above, but covered for the help desk audience supporting, rather than administering, the MobileIron application

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Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	$15.00	$25.00	$35.00
Annual Service Fee	$156.00	$264.00	$372.00

Canvas Features

Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited
3rd Party Cloud Integration	✓	✓	✓
App Builder	✓	✓	✓
PDF Designer	✓	✓	✓
Email/Chat Support	✓	✓	✓
Mobile and Web Editing		✓	✓
Phone Support		✓	✓
Dispatch		✓	✓
Submission Status		✓	✓
HIPPA Compliance		✓	✓
Dedicated Support Representative			✓
Dispatch Scheduling			✓
Advanced Password Management			✓
Webservices			✓
Work flow			✓
Canvas Connect			✓

Products shown or referenced are provided by Canvas, a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Canvas can connect to several different systems including cloud based and server based applications. Customer may purchase Canvas licenses and services ("Canvas Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Canvas Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Canvas Services are manufactured by Canvas Solutions, Inc. Any license for Canvas Services must be obtained directly from Canvas either upon purchase or installation of the Canvas Services. Canvas Services are subject to Canvas' terms and conditions. Verizon Wireless will direct Canvas to fulfill Customer's Canvas Services order. Customer support for Canvas Services must be obtained directly from Canvas Solutions, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Canvas Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Canvas representatives.

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SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

Knox Premium is a cloud-based cross-platform enterprise mobility management solution combined with an on-device secure container for Samsung devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$0.75	$9.00	$18.00
SKU#	Knox Premium EMM - Monthly	Knox Premium EMM - 1-Year	Knox Premium EMM - 2-Year

Samsung Knox Workspace

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to enterprise IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$2.70	$32.40	$64.80
SKU#	Knox Workspace - Monthly	Knox Workspace - 1-Year	Knox Workspace - 2-Year

Knox Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.

One Time Charge	$3.00/per license

Samsung Knox Solutions

Knox™ is Samsung's mobile device defense-grade security platform. The Knox Platform services multiple user segments through three separate offerings.

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices. **Samsung Knox Workspace**, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

	Package Name	Samsung Knox Premium	Samsung Knox Workspace
	Target Audience	SMB & Enterprise with basic security needs	Enterprise, Government & Regulated Industries
Components	End-to-end secure mobile platform bundled with Samsung cloud EMM for device management	✓	
	Works on both Android and iOS ecosystems	✓	
	Knox container with essential policy controls	✓	✓

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	Knox Workspace container with expanded and advanced policy controls		✓
	IT Admin management of employee devices		✓
	Enterprise can black list/white list apps within the Knox Workspace container		✓
	Can manage VPN profiles in Knox Workspace container		✓

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IBM® MaaS360® Enterprise Mobility Management (EMM)

Unified Endpoint Management (UEM)

IBM MaaS360 Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Subscription License Bundle: **per Device** (One (1) license per device)				Subscription License Bundle: **per User** (One (1) license per single user with multiple devices)		
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Essential	EMM Essentials Suite Per Device License SKU: D1P3GLL (Monthly/Annual)	$2.25	$27.00	EMM Essentials Suite Per User SKU: D1P3ILL (Monthly/Annual)	$4.50	$54.00
Deluxe	EMM Deluxe Suite Per Device License SKU: D1P3LLL (Monthly/Annual)	$3.75	$45.00	EMM Deluxe Suite Per User License SKU: D1P3NLL (Monthly/Annual)	$7.50	$90.00
Premiere	EMM Premier Suite Per Device SKU: D1P3RLL (Monthly/Annual)	$4.69	$56.25	EMM Premier Suite Per User License SKU: D1P3TLL (Monthly/Annual)	$9.38	$112.50
Enterprise	EMM Enterprise Suite Per Device	$6.75	$81.00	EMM Enterprise Suite Per User License SKU: D1P3YLL	$13.50	$162.00

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	SKU: D1P3WLL (Monthly/Annual)			(Monthly/Annual)		

Additional UEM License Options			
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)	$0.38	$4.50

IBM MaaS360 UEM Service Features

Included features are determined by IBM MaaS360 UEM License Type

Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	×	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	×	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	×	×	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	×	×	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	×	×	✓	✓

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Content Management	Enforce authentication, copy/paste & view-only restrictions	×	×	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	×	×	✓	✓
App Security	Enforce authentication & copy/paste restrictions	×	×	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	×	×	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	×	×	×	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	×	×	×	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	×	×	×	✓

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Networkfleet Service Options for State of Florida

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost
5200-GPS Only	**$17.00**
5500-Diagnostics + GPS	**$19.00**
H6100 Expressfleet	**$13.86**
AssetGuard BX Non-Powered Asset Tracking	**$13.00**
Connect	**$2.95**
Customizable Update Rates ("CUR") 1 Minute	**$0.00**
Customizable Update Rates ("CUR") 45 Seconds	**$1.00**
Customizable Update Rates ("CUR") 30 Seconds	**$2.00**
Customizable Update Rates ("CUR") 15 Seconds	**$3.00**
Satellite	**$34.95**
Data Services	**$0.00**

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

Networkfleet Device/Hardware Options for State of Florida

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device/Hardware Options	Purchase Cost
5200-GPS Only	**$85.00**
5500-Diagnostics + GPS	**$85.00**
1009N2VD-6100 Expressfleet	**$55.00**
AssetGuard BX Non-Powered Asset Tracking	**$150.00**

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Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	$50.00
PARTS032	Combination Antenna A (standard)	$30.00
PARTS037	AT-1400 Replacement Battery	$45.00
PARTS039	AT-1400 Bracket	$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	$35.00
PARTS041	Sensor Input Harness (5500/5200)	$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	$35.00
PARTS045	9-pin Heavy Duty Harness with “D” Mount (5500/5200)	$35.00
PARTS069	OBD Harness Extension	$10.00
PARTS070	16-Pin Heavy Duty Harness	$35.00
PARTS046	Universal Harness (5200)	$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	$145.95
PARTS054	Garmin FMI Modified Cable	$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15’ Universal Harness	$74.95
A-PEM001	PEM Port Expansion Module	$140.00
PARTS059	Quick Install Harness	$10.00
A-SAT001	Satellite Modem	$550.00
PARTSS063	Satellite Antenna	$50.00
PARTSS064	Satellite Harness	$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	$75.00
PARTS095	ID Reader Adapter Install Kit	$30.00
PARTS060	Driver ID Reader	$15.00
PARTS061	Driver ID Key	$3.50
PARTS087	Audible Driver ID Alert	$15.00
PARTS071	Bluetooth Extension	$0.00
PARTS093	Universal Harness (6100)	$10.00
PARTS058	Universal Harness	$10.00
PARTS097	5000 9-Pin “D” Mount Harness Type 2	$35.00
PARTS098	5000 9-Pin Square Harness Type 2	$35.00
PARTS111	USM 9-Pin “D” Mount Harness Type 2 Pins F-G	$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	$35.00

Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	**$65.00**	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	**$2.00**	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	**$35.00**	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	**$65.00**	Sensor Install is $65.00 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	**$65.00**	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	**$35.00**	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	**$35.00**	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	**$35.00**	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	**$35.00**	

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I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	**$35.00**	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	**$1.00**	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	**$1.00**	Monthly Service Fee
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	**$1.00**	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard BX/PW)	**$2.00**	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	**$1.00**	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	**$1.00**	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	**$1.00**	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	**$1.00**	Monthly Service Fee
I-SWAP-UNIT	Device Swap	**$65.00**	
I-TRANSFER-UNIT	Device Transfer	**$65.00**	
I-REMOVAL-UNIT	Removal	**$65.00**	Removal of device.
I-NOSHOW	No Show	**$75.00**	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT-UNIT	Troubleshoot; Mileage	**$65.00**	Per Trip
TRAINING-HALF	½ Day Installation Training	**$150.00**	
TRAINING-FULL	Full Day Installation Training	**$300.00**	

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One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing **a single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk Price Plan (100 MB Data)	$10.00
One Talk Feature	$15.00
One Talk Line Access Charge	N/A

One Talk Solution: Auto Receptionist (AR)

Auto Receptionist

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	$10.00
One Talk AR Feature	$10.00
One Talk AR Line Access Charge	N/A

One Talk Solution: Hunt Group (HG)

Hunt Group - Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk HG Price Plan (100 MB Data)	$0.00
One Talk HG Feature	$0.00
One Talk HG Line Access Charge	N/A

Optional Features

One Talk Premium Visual Voicemail for Android Smartphone	$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile Client	$2.99
One Talk Voicemail Talk To Text for iOS Smartphones	$2.99
One Talk Caller Name ID	$2.99

Additional Devices

For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.

Smartphone Device	**Desk Phone1**	**Mobile Client2** (Includes Smartphones and Tablets)	**Auto Receptionist/ Hunt Group**
Additional devices (endpoint) incur a $10.00 monthly access	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. Additional information regarding One Talk is attached hereto

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4G Business Unlimited One Talk Auto Receptionist Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99319)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Auto Receptionist Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited One Talk Mobile Client/Desk Phone Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99320)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Desk Phone Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

One Talk Call Queue Government Subscribers Only No Domestic Roaming or Long Distance Charges This plan is NOT eligible for monthly access fee discounts.		
Monthly Access Fee	$25.00	$45.00
Calls in Queue	10 calls held in queue	25 calls held in queue
Monthly Call Queue Agent Feature	$1.00 per line/per month*	

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please refer to the One Talk documents attached hereto.

1. Call queue has a maximum limit of 40 agents per call queue setup.
2. Dial MDN direct or be routed through Auto Receptionist

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NETMOTION					
These products Do Not qualify for additional discounts					
Service Item	**Software Plan ID**	**SKU**	**Frequency/ Payment Plan**	**Price**	**Function**
"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	651968	NMSVZW-GOV-SILVER-Monthly: MONTHLY	Monthly	$4.33	"Mobility VPN" (Virtual Private Network for wireless connections) An encrypted, secure tunnel for mobile devices -- Works with Android, iOS, Windows and Mac devices -- Criminal Justice Information Systems (CJIS) Compliance
	651969	NMSVZW-GOV-SILVER-Annual: ANNUAL	Annual	$52.00	
"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	651970	NMSVZW-GOV-GOLD-Monthly: MONTHLY	Monthly	$6.93	All features of the Mobility VPN base product, plus the Policy, Network Access Control (NAC) and Mobile Analysis Modules
	651971	NMSVZW-GOV-GOLD-Annual: ANNUAL	Annual	$83.20	
"Mobility VPN" + "Modules" + "Diagnostics" which includes connectivity problem identification, security reinforcement, improved end user productivity and powerful reporting.	651972	NMSVZW-GOV-PLATINUM-Monthly: MONTHLY	Monthly	$8.67	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics
	651973	NMSVZW-GOV-PLATINUM-Annual: ANNUAL	Annual	$104.00	
Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	651974	NMSVZW-GOV-DIAMOND-Monthly: MONTHLY	Monthly	$13.00	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics + MobileIQ
	651975	NMSVZW-GOV-DIAMOND-Annual: ANNUAL	Annual	$156.00	
Comprehensive data collection and root cause detection software (add-on feature)	651976	NMSVZW-GOV-DIAGS-Monthly: MONTHLY	Monthly	$4.33	Comprehensive data collection and root cause detection software
	651977	NMSVZW-GOV-DIAGS-Annual: ANNUAL	Annual	$52.00	
Visual troubleshooting, analytics and alerting dashboards (add-on feature)	651978	NMSVZW-GOV-MIQ-Monthly: MONTHLY	Monthly	$4.33	Visual troubleshooting, analytics and alerting dashboards
	651979	NMSVZW-GOV-MIQ-Annual: ANNUAL	Annual	$52.00	
Professional Services - Up to 8 Hours	651980	11NMPS-GOV-8HR-S - One Time: ONE TIME	One-Time	$2,000.00	Off-site Services
Professional Services - Up to 4 Hours	651981	11NMPS-GOV-4HR-S - One Time: ONE TIME	One-Time	$1,000.00	Off-site Services

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Mobility Certification Training	651982	11NMTR-GOV-C - One Time: ONE TIME	One-Time	$2,295.00	Off-site Services
Elite Technical Service (0 - 4,999 licenses)	651983	11NMETS-GOV - One Time: ONE TIME	One-Time	$30,000.00	Off-site Services
Elite Technical Service (5,000+ licenses)	651984	11NMETS5K-GOV - One Time: ONE TIME	One-Time	$50,000.00	Off-site Services
Dedicated Technical Account Manager (1 year)	651985	11NMPS-GOV-TAM - One Time: ONE TIME	One-Time	$40,000.00	Off-site Services

Note: Customer may purchase NetMotion Software, Inc. ("NetMotion") licenses and services ("NetMotion Services") at the prices listed above. NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other NetMotion Licenses or Services. Verizon Wireless is not the licensor of the NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. NetMotion Services are manufactured by NetMotion. NetMotion Software is subject to a separate End User License Agreement (EULA) with NetMotion attached hereto,. Use of the NetMotion licenses or NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

A.

Verizon Wireless will direct NetMotion to fulfill Customer's NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for NetMotion Services must be obtained directly from NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate NetMotion representatives.

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Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75
[2]Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual) 677968 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.
[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditionsattached hereto.. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Asavie IoT Connect® provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

Asavie IoT Connect® Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Name	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
IoT MPN **25 MB**	IOTCMPN25MBG	677959 (Annual) 677958 (Monthly)	1-199	$24.22	$2.24
			200-499	$20.59	$1.91
			500-999	$18.16	$1.68
			1000-2499	$15.74	$1.46
			2500-9999	$14.53	$1.35
			10000+	$12.11	$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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Asavie IoT Connect® with Cloud Connect Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
IoT MPN **25 MB CC**	IOTCMPN25MBCCG	677953 (Annual) 677952 (Monthly)	1-199	31.46	2.99
			200-499	26.74	2.54
			500-999	23.59	2.24
			1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN **150 MB**	IOTCMPN150MBG	677957 (Annual) 677956 (Monthly)	1-199	$40.42	$3.74
			200-499	$34.36	$3.18
			500-999	$30.31	$2.81
			1000-2499	$26.27	$2.43
			2500-9999	$24.25	$2.25
			10000+	$20.21	$1.87
IoT MPN **150+ MB**	IOTCMPN150MBPLUSG	677955 (Annual) 677954 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.78	$6.37
			500-999	$60.69	$5.62
			1000-2499	$52.60	$4.87
			2500-9999	$48.55	$4.50
			10000+	$40.46	$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Asavie Services are subject to Asavie terms and conditions attached hereto. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Verizon Secure Cloud Gateway

Powered by iboss

Secure Cloud Gateway is a cloud-based secure web gateway service that provides security for web traffic and protects users from internet-threats through enforcement of internet policy compliance. Built for the cloud and the modern, distributed organization, Secure Cloud Gateway helps meet the cybersecurity needs of today's organizations who are challenged with enforcing internet policy and security across decentralized networks, branch offices, and remote and mobile users. The Secure Cloud Gateway service is powered by iboss, a leading web security company.

These licenses are not eligible for monthly access discounts.

SKU	Price Plan ID	Description	Frequency	Cost
CF-WIRELESS-NNI-SLED	Price plan ID 699515	Core Gateway	Monthly	$2.72
MDF-WIRELESS-NNI-SLED	Price Plan ID 699514	Malware Defense	Monthly	$4.17

Note: Secure Cloud Gateway powered by iboss solution requires a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent. *A minimum quantity of 100 user licenses per order is required. Licenses bill in full monthly increments with no prorations with a one year line term.

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Secure Cloud Gateway Core Package: Web Gateway	Verizon Secure Cloud Gateway Plus Package: Malware Defense
Core Package delivers compliance based web gateway features to all devices	**Plus Package** delivers all Core Package features **and** advanced malware defense
• Web and Content Filtering • Protection for outdated browsers and Operating System (OS) • Secured Socket Layer (SSL) visibility and traffic management • Single pane of glass management • Cloud apps and social media controls • Advanced, near real-time reporting • Flexible data traffic re-direction for devices, virtually everywhere	• Advanced malware detection and prevention for polymorphic threats. • Command and Control (CnC) callback monitoring across enterprise ports and protocols. • Signature based intrusion detection and prevention. • Protection across all devices and locations including HQ, remote offices, mobile and Bring Your Own Device (BYOD). • Behavioral Malware Sandboxing
Note: Pricing includes 24/7 Mission Critical Support and Basic Implementation Support (8 hours of policy setup and dashboard help).	

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Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-C-P-U1Y-PU	GOV Comprehensive - User w Phishing	Annual	$75.60
MES-GOV-C-P-U1Y-PD	GOV Comprehensive/Dev w Phishing	Annual	$54.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	$8.10
GOV-SPT-MES-PRMPLS-U1Y-PU	GOV Prem Plus Support/User	Annual	$11.34
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	$4.50
GOV-SPT-MES-PRM-U1Y-PU	GOV Premium Support/User	Annual	$6.75

Note: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.

Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.

Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.

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LTE Vehicle Internet

These hardware Sku bundles are not eligible for further discounts.

The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.

SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	$1,943.10
5691111	3-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB3-600C150M-NNN	$458.10
5691112	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB5-600C150M-NNN	$512.10
5642722	1-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA1-2200120B-NNN	$1,412.10
5642723	3-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA3-2200120B-NNN	$1,655.10
5642724	5-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA5-2200120B-NNN	$1,916.10
5691113	3-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB3-020010M-VNN	$278.10
5691114	5-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB5-020010M-VNN	$332.10
5642707	LTE Advanced Pro (1200Mbps) modem upgrade for Mobile.	MA-MC400-1200M-B	$539.99

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	Includes IBR1700 & COR Dock doors, no antennas		
5584526	3-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas, North America	MA3-17001200-NNA	$1,682.10
5642693	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	MA3-09001200-NNA	$1,123.20

Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. .
Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. Reference Cradlepoint terms of service attached hereto.

LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1X)	170628-000	$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	$13.49
3774498	Vehicle power adapter for COR	170635-000	$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	$461.83

Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles. Reference Panorama Antenna terms attached hereto.

LTE Business Internet 10 Mbps Speed Tier Machine-to-Machine Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee[1]	$70.00 (41121)	$90.00 (41135)	$140.00 (41205)	$190.00 (41212)
Speed Tier Limit (Up to)[2]	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold[3]	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold[4]	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

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Notes: These plans are restricted to the Verizon Wireless 4G network (domestic and international roaming are not available). Only select Customer-provided 4G data routers can be activated on these plans. [1]The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. [2]Speeds represent the maximum speed but may be lower in the event of network congestion. [3]After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. [4]If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a $0.20 per message charge for messages sent or received. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems without prior approval from Verizon Wireless. *These plans are for machine-to-machine service ("M2M Service"). "M2M Service" refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Single Basic Phone Unlimited Talk Plus 500MB Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$30.00
Monthly Anytime Minutes	Unlimited
BPC Data Rate 500 MB	$10.00 per GB
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. *May only be activated on a Verizon Wireless Home Phone Approved Device (BPC100). This is not a Home Phone Service. This service is generally utilized to replace POTS lines.	

Custom wireless Home Phone Connect Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$20.00
Monthly Anytime Minutes	Unlimited
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Activation on this phone requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines. Wireless Home Phone is not compatible with any data applications.	

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PUBLIC SAFETY CUSTOM PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	**$39.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance(1)	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month
Push-to-Talk	$2.00 additional per month

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16807)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

This Public Safety Plan does not provide a Mission Critical service standard.

Monthly Access Fee	**$22.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16810)

621910 Ambulance Services 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	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

This Public Safety Plan does not provide a Mission Critical service standard.

Monthly Access Fee	**$17.99**
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#96625/4G Only – PP#96625 3G/4G)

621910 Ambulance Services 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	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#86124)

621910 Ambulance Services 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	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only.
This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.	
Monthly Access Fee	**$36.05**
Domestic Data Allowance(1)	Unlimited

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage on this plan is restricted to Verizon Wireless network use only; roaming is not available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and Internet of Things ("IoT") devices* are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes**: (PP# 20664)

621910 Ambulance Services 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	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Internet of Things ("IoT") devices. Devices other than smartphones, aircards, jetpacks, modems, and tablets that transfer data over the network (e.g. M2M).
**Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

Government Liable Subscribers Only,

Mission Critical

Monthly Access Fee Per MDN	**$0.00**

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 86428 Basic/Smart Phone and 86433 Non-Phone)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

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Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*:

National Security/ First Responders / Public Safety
- 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

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation
- 926120 Regulation and Administration of Transportation Programs

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management
- 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
- 621112 Health Care Practitioners
- 923120 Public Health Programs

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)
Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans.

Mission Critical

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	**Enhanced (Entry Level)**	**Premium (Mid Level)**	**Public Safety (Highest Level)** (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - $0.00	Waived - $0.00	Waived - $0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes*, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.

621910 Ambulance Services
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
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
921150 American Indian/Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)

* North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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DNS Safeguard Plus Feature for Public Safety
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

These features are not eligible for access discounts.

DNS Safeguard Plus Feature for Public Safety is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87898	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$0.00
87901	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$0.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety

- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 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
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal Governments
- 921190 Other General Government Support
- 921110 Executive Offices

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DNS Safeguard Plus Feature for Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Plus Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87896	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$1.25
87900	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$1.25

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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DNS Safeguard Advance Feature for Public Safety and Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Advance Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87897	DNS Safe Guard Adv RPC	Android and Other OS Devices only (Non-Apple) Smartphones, Tablets, Routers, Modems, etc. Provisions PSINTERNET and DNS Security Advanced.	$2.00
87899	DNS Safe Guard Adv RPC APPL	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Advanced.	$2.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Advance features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.
These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety
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
Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems
Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
926120 Transportation Administration
491110 Postal Service
Public Transportation
926120 Regulation and Administration of Transportation Programs
485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and Consulting
239210 Pharmaceutical
Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless **Telecommunications**
238210, 334290 and 561620 Alarm Systems
Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction
236220 Construction
Management
926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors
Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal
Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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Push To Talk Responder Public Safety Mission Critical			
Product Description	**Monthly Access**		**Notes**
Push to Talk Responder Service Voice Only [1] (87911)	$12.00 per month		Calls will not be rated
Optional Feature Must be added with above if selected			
Push to Talk Responder with Interoperability [2] (87694)	$10.00 per month		Calls will not be rated
Software			
Push to Talk Responder licenses are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones. **^Lines will need to add the Responder Private Core Internet APN Feature code to be on Push to Talk Responder.**

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service voice only can be added to any Smartphone plan as a stand-alone feature.

Public Safety NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
621910 Ambulance Services
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
923120 Administration of Public Health Programs
928110 National Security
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, Utilities
921150 American Indian and Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

****These features cannot be used with any other Push to Talk Plus plans or features****

Push To Talk Responder Public Sector Customers (extended NAICS Codes) Mission Critical		
Product Description	**Monthly Access**	**Notes**
Push to Talk Responder Service Voice Only [1]	$15.00 per month	Calls will not be rated
Optional Feature Must be added with above if selected		

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Push to Talk Responder with Interoperability [2]		$10.00 per month	Calls will not be rated
Software			
Push to Talk Responder license are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones.

^ As a condition for accessing and using Push to Talk Responder, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service w/o video can be added to any Smartphone plan as a stand-alone feature.
2. Push to Talk Responder Interoperability calls cannot be stand-alone features with any Smartphone plan. They must be added with the Push to Talk Responder service w/o video.

****These features cannot be used with any other Push to Talk Plus plans or features****

Customers must be on the below qualifying NAICS Codes:

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Healthcare and Public Health
- 621112 Health Care Practitioners

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

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Group First Response provides the next tier, in terms of Push To Talk features. Specifically it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

National Security/ First Responders / Public Safety
- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 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**
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal **Governments**
- 921190 Other General Government Support
- 921110 Executive Offices

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Group First Response for Non Public Sector Customers

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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517212 Cellular and other Wireless	

Group First Response Dispatch and Video Bundles
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	$230.00

Note: Is there a note for the Sku's?? I can state that these are licenses that the customers can cancel at any time. Is there anything else you want to state? Command and advanced had paragraphs on how they worked etc. where is that for these?

All lines must have a Group First Response compatible device with an active Push to Talk Plus feature to be eligible to purchase Group First Response Dispatch and Video Bundles. These features are available to National Security, Public Safety, and First Responder customers only as defined by the NAICS (formerly SIC) codes.

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Interoperability

Mission Critical

Interoperability licenses are not eligible for any further discounts.

Software Sku's

Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients[1]	Monthly	$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients[2]	Monthly	$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection[3]	Monthly	$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection[4]	Monthly	$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection[5]	Monthly	$19.98
U961-985-001-GOV	Public Safety Soft Panic SW[6]	Monthly	$112.50

Hardware Sku's One time charge

Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	$795.00
U990-800-001	All Staging Testing	One time	$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	$399.00

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G HD voice-capable smartphones.

Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

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Local Network Command – National Security, Public Safety, and First Responders

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for First Responders (88112)	$0.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

National Security/ First Responders / Public Safety	
• 485111 Mixed Mode Transit Systems (Rail & Buses)	• 928110 National Security
• 485112 Commuter Rail Systems	• 926120 Regulation and Administration of Transportation Programs
• 621910 Ambulance Services	• 926150 Regulation, Licensing, and Inspection of Commercial Sectors
• 922110 Courts	• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
• 922120 Police Protection	• 921150 American Indian and Alaska Native Tribal Governments
• 922130 Legal Counsel and Prosecution	• 921190 Other General Government Support
• 922140 Correctional Institutions	• 921110 Executive Offices
• 922150 Parole Offices and Probation Offices	
• 922160 Fire Protection (except private)	
• 922190 Other Justice, Public Order, and Safety Activities	
• 923120 Administration of Public Health Programs	

Local Network Command – Government Subscribers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Government Agencies (88111)	$1.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water	**Telecommunications**
924110 Water Infrastructure	238210, 334290 and 561620 Alarm Systems
221320 Sewage Treatment Facilities	
221310 Water Supply and Irrigation Systems	**Critical Manufacturing**
	237310 Highway, Street and Bridge Construction
Transportation	811310 Industry Equipment Repair
482111 Railway Transportation	236210 Industrial Building Construction
481111 Passenger Air Transportation	211113 Extraction;
481112 Freight Air Transportation	236220 Construction Management
483111 Shipping Transportation	
491110 Postal Service	**Energy**
	333611 Wind Turbine
Information Technology	221111 Hydroelectric Power Generation
541512 Computer Integration	221122 Electric Power Distribution
541519 Computer Disaster Recovery	221118 Other Electric Power Generation
	221210 Natural Gas Distribution
Chemical	221113 Nuclear Electric Power Generation

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561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

Local Network Command – Enterprise Customers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Enterprise/B2B Customers (NAICS Qualified) (8776)	$2.50	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems **Transportation** 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service **Information Technology** 541512 Computer Integration 541519 Computer Disaster Recovery **Chemical** 561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	**Telecommunications** 238210, 334290 and 561620 Alarm Systems **Critical Manufacturing** 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management **Energy** 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

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WIRELESS EQUIPMENT

Equipment Pricing (NEW)
One (1) Basic voice device at no charge on rate plans with a monthly access fee of $14.99 or higher per 24 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.
All devices shall include an AC charger at no additional cost with the initial purchase. Additional or replacement AC chargers may be purchased
Enterprise Network Extender at 25% off retail. 25% discount applies to the non-discounted, full retail price only of qualifying equipment.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 24 months in service.

Accessory Discount
Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.

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Other Services and Fees

Non-recurring Verizon Wireless Fees	
Insufficient Funds Check	Waived
Bill Reprint	Waived
Late Fee	Waived
Record Change/Upgrade Fee	Waived

Fulfillment/Shipping	
Standard: 2-day (orders received before 4PM)	Waived
Urgent: Priority Overnight (delivery by 10:30 AM) (orders received before 4PM)	$14.99
Saturday: (shipping by noon)	$19.99

Directory Assistance: 411 Search℠	
Our wireless 411 Search℠ is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call or text.	
Voice call	$1.99 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges
Message Sent via text	With messaging bundle: $1.99 plus airtime for the call, and the message will be subtracted from the monthly allowance
	Per text message: $1.99 plus airtime for the call and $0.20 for the text message

Block all calls except local calls (as defined by call plan): This is not permissible, but Flexible Business Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Block spam and robocalls: Verizon Call Filter helps you avoid unwanted callers with spam protection, and allows you to set up a spam filter by level of risk, preventing unsolicited calls by sending them directly to voicemail. The basics (spam detection, blocking and reporting) are available at no charge.

Block inbound/outbound text messages: Inbound and outbound text messaging can be blocked, including both at the same time at no charge.

Block international calls to and from North America only: International Services Enabled (ISE) is required to permit calls to Mexico. Blocking is available within the North America dialing pattern, which includes the U.S. and Canada. Toll charges may apply. Incoming calls can originate anywhere in the world.

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Feature	Basic Voicemail	Basic Visual Voicemail	iPhone Visual Voicemail	Voicemail to Text for iPhone	Premium Visual Voicemail
Monthly Access Fee	Free	Free + Data	Free + Data	$2.99 + Data	$2.99 + Data
Storage Capacity (Messages)	20	20	40	40	40
Message Duration	3 minutes	3 Minutes	3 Minutes	3 Minutes	5 Minutes
Transcription	NA	NA	NA	X	X
Distribution Lists	15	15	NA	NA	20
Distribution Members	10	10	NA	NA	50
Call Return	NA	X	X	X	X
Save Voicemails to device	NA	X	NA	NA	X
Caller Dependent Greetings	NA	NA	NA	NA	20
Caller Dependent Greeting Members per group	NA	NA	NA	NA	50
Reply by Text and E-Mail	NA	X	X	X*	X
Forward by Text and E-Mail	NA	NA	NA	NA	X
Voicemail to Text	NA	NA	NA	X	X
Mobile Application**	NA	X	X	X	X
Reply by FaceTime**	NA	NA	X	X	NA

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Legacy Pricing

LEGACY: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

Legacy: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			As a plan: 0	As a feature: Per the voice calling plan
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999		
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. PTT Plus Interoperability requires an Interoperability Gateway, PTT Plus enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

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LEGACY: Custom State of Florida SMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS (Text Messaging)

SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 *through* 3.13 (77847)	$0.00	0	1 - 450,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received see attached International services pricing for further details... Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida MMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

MMS (Picture and Video Messaging)

SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 *through* 3.25 (77848)	$0.00	0	1 - 1,608,999	$0.05

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

LEGACY: Custom State of Florida SMS Broadcast Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS Broadcast (Text) Messaging

SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25 (77847)	$0.00	0	1 – 130,999	$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

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LEGACY: Custom State of Florida Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited Night & Weekend Minutes

SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a (86192)	250	$20.60	$0.041	$0.103
6.4a (86193)	600	$30.90	$0.041	$0.103
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Voice Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

No Domestic Long Distance Charges

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a(86194)	Unlimited	$41.20	N/A	$0.103 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

LEGACY: Custom State of Florida Unlimited Nationwide Voice Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a (86197)	Unlimited	$51.50	N/A	$0.69 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

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LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d(86768-3G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d (86769-4G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b(77294 and 79789)	$15.45	500MB	$0.00849per MB	Included*
6.11b(77295 and 79790)	$20.60	1,000MB		
Exhibit 6B(79740 and 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b(79407-4G and 79409-3G), (79781-4G and 79780-3G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be

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reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida Mobile Broadband Connect Feature			
The calling feature below reflects the monthly access charge discount. No additional discounts apply.			
With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f (76404-4G, 76405-3G)	$10.00	Unlimited*	Per the Voice Plan

Notes: See attached Plan and Feature Details for important information about plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls and other data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

LEGACY: Custom 4G Unlimited Smartphone Plan for Public Sector State of Florida - Government Subscribers Only **This plan is not eligible for additional monthly access fee discounts.**	
Monthly Access Fee	**$50.00**
Data Allowance[1]	Unlimited
Mobile Hotspot[2]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic and International Messaging Allowance[3]	Unlimited

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing see attached International services pricing for further details.. Only a 4G smartphone can be activated on this plan.

[1]After 10 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. See attached International services pricing for further details.

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. . Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States,
(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party.. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. . In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take

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the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please refer to the attached One Talk terms of service.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries.

International Roaming Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. International rates and destinations are subject to change without notice. You must add International Eligibility to your account to roam in many destinations. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Ask your account manager for the most current list of participating foreign carriers.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please refer to the Network Performance attachment. .

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please refer to the Network Performance attachment.. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders, "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See the attached Verizon Full Privacy Policy]**

Unlimited Data Plans and Features (such as Mobile Broadband, and Push to Talk Plus) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited , Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Mobile BroadbandAccess and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited Mobile BroadbandAccess services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited Mobile BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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Data Roaming: International Eligibility is needed to roam in many destinations. See attached International services pricing for further details.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a Mobile BroadbandAccess PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Please refer to the attached international services pricing for additional details.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (e.g. Low Usage and High Usage plans cannot share with each other). Unused allowance will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their allowance during the same monthly billing period. At the end of each bill cycle any unused allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile Share: Customer may activate one (1) share group per profile (e.g. Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Profile Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

One Talk[SM] and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("Service" or "One Talk"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. Please refer to the One Talk Features as attached hereto for a listing of features currently available with the Service.)

The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.

1. **Customer Agreement.** Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).

2. **How the Service Works.** For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1)

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smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Basic Dialer. If available, the One Talk Basic Dialer adds various business features to a compatible device's native dialer, which on a compatible smartphones.) With One Talk in Basic Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 5.0 or higher or from the Apple® App Store for devices with iOS 9.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. One Talk desk phones are Voice-over-Internet Protocol (VoIP) devices that must be purchased from Verizon Wireless. At your location, you will need separate broadband service (from Verizon or another ISP), either Ethernet or Wi-Fi connectivity, and AC power. Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist: Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection. The following applies if you use the VZW network to connect to the Service:

One Talk Basic Dialer. Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.

One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.

Auto Receptionist; Hunt Group. You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.

3. **Integrated Calling Charges (Message+).** Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.

4. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users

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should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

5. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

6. **HIPAA**. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information One Talk Verizon Messages terms of service.. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

7. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

8. **Important Service Disclosures**. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

9. **Software**. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for review in the One Talk attachments.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

10. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON- INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE

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OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Networkfleet Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

“Customer Website Pages” means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

“Network Fleet” is a wholely owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the “Contractor” under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet’s Installation Policy, located at in the Networkfleet attachements., as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle’s location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended though the same period of time as the Customer has continuously paid for Networkfleet Services for the Device;
(b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery.
(c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment,
(d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty

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installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service.
(e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's current applicable warranty policy as attached hereto. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.
(f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposed outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services;(e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement reference Networkfleet MAXAR DigitalGlobe attached hereto.

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10. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. . Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter

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utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges**. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.

8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, please refer to the attached Verizon Full Privacy Policy. . In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. **Licenses and Restrictions**. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use**. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

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11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content**. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9
    Arlington, Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

    NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

    1. Signature of copyright owner or person authorized to act on behalf of the owner;
    2. Identification of copyrighted work claimed to be infringed;
    3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
    4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
    5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
    6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service. Please refer to the Call Filter open source licenses attached hereto. :
    - [This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
    -
    - This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.

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15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control**. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Verizon Push to Talk Responder (PTT Responder) Terms and Conditions

This Agreement is between you, as our Customer or End User, and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT Responder, a mission-critical push to talk solution (also known as the "Service"). By using or accessing PTT Responder, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time as permitted by applicable law. By continuing to use the Service after VZW has notified you of changes, you are accepting those changes.

1. **Customer Agreement.** For business customers, PTT Responder is subject to your company's major account agreement with VZW.

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2. **How the Service Works**. You can access PTT Responder in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT Responder service features are available through all access methods.

3. **Charges.** Your download of PTT Responder will be billed according to the applicable data plan. Your use of PTT Responder will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please see the Public Safety Services document attached

4. **Privacy.** VZW may use information about your activity in PTT Responder, subject to our Privacy Policy and applicable law attached hereto. .

5. **Licenses.** Mobile App, Computer Client, or any other executable associated with your access or use of PTT Responder is referred as "PTT Responder Software". You have a limited, non-exclusive, non-transferable license to use PTT Responder in the U.S. and the object code version of PTT Responder Software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers and, for the sake of clarity, is not for resale and is not sublicensable. The PTT Responder Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available in the attached Open Source document. . Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

6. **Maps.** If you are using PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP Integration as standalone products (not in conjunction with Push to Talk Plus), such use will require use of OpenStreetMap (© OpenStreetMap contributors). Use of OpenStreetMap within PTT Responder is subject to the Open Data Commons Open Database License (ODbL) licensed by the OpenStreetMap Foundation (OSMF). Please refer to the attached Open Street map document. . The ODbL may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the ODbL including all limitations and restrictions therein as may be updated by OpenStreetMap from time to time, you may not use PTT Responder. Your use of the OpenStreetMap service within PTT Responder will constitute your acceptance of the ODbL. If there is a conflict between these Terms and that license, the ODbL license terms will control.

7. **Consent to Share Location Information.** PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP require sharing of your "Location Information" (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT Responder). With your consent, your Location Information will be shared with your employer, for business purposes only.

8. **Additional Terms for Device Call Logging and Recording.** For PTT Responder, the Device Call Logging and Recording feature within PTT Responder permits your employer to log and record your calls while you are using a mobile device with PTT Responder. By using PTT Responder, you consent to calls on your mobile device being logged and recorded by your employer, and you consent to any person authorized by your employer listening to your conversation(s) for training and other legitimate business purposes. Employers shall restrict access to the Device Call Logging and Recording feature of PTT Responder to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

9. **Restrictions on Use.** You may not, or allow others to (i) transfer, assign or sublicense its license rights to any other person or entity or use the PTT Responder Software on any equipment other than the equipment on which it was originally installed, and You acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the PTT Responder Software, create derivative works based upon the PTT Responder Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the PTT Responder Software to human-readable form or attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the PTT Responder Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the PTT Responder Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise, without the express written authorization of Verizon; (v) remove or obscure any proprietary notices from the PTT Responder Software, documentation or other materials furnished or made available hereunder; (vi) disclose, provide, or otherwise make available trade secrets contained within the PTT Responder Software and documentation in any form to any third party without the prior written

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consent of Verizon; (vii) enable any PTT Responder Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which is licensed as separate products without Verizon's prior written consent; and/or (viii) permit or encourage any third party to do any of the foregoing. Customer shall implement reasonable security measures to protect such trade secrets.

10. **Termination**. VZW may terminate or discontinue PTT Responder at any time without notice, including if you breach these Terms and Conditions, subject to the applicable contracts disputes act if you are a government entity.

11. **Disclaimer of Warranty; Limitation on Liability.** PTT RESPONDER AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

12. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT Responder in violation of any such restrictions, laws or regulations. By downloading or using PTT Responder, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

13. **Safety.** Please do not endanger yourself and others by using PTT Responder while driving or engaging in any other activity that requires your full attention.

Verizon Local Network Command Terms and Conditions

1. GENERAL
1.1 Service Definition
1.2 Service Availability
2. SUPPLEMENTAL TERMS
2.1 Customer Agreement
2.2 Privacy
2.3 Licenses
2.4 Consent to Share Location Information
2.5 Disclaimer of Warranty; Limitation of Liability
3. CUSTOMER RESPONSIBILITIES
3.1 Restrictions on Use
4. FINANCIAL TERMS
4.1 Responsibility for Charges

1. GENERAL

1.1 **Service Definition.** Local Network Command is a local control solution allowing for temporary uplift of mobile devices to enhanced network performance (also known as the "Service").

1.2 **Service Availability**. You can access the Service through a web-based tool hosted at the VZW MyBiz portal. The account single point of contact (SPOC) must preselect the users for uplift through the Service. The account SPOC can preselect users individually or as part of a group. The account SPOC must also create and designate specific users as Incident Commanders. Incident Commanders will have the ability to create incidents using the Service and uplift preselected users during an incident.

2. SUPPLEMENTAL TERMS

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2.1 **Customer Agreement**. For enterprise customers, the Service is subject to your organization's major account agreement with VZW.

2.2 **Privacy**. VZW may use information about your activity in using the Service, subject to our Privacy Policy and applicable law, which are attached hereto

2.3 **Licenses**. You have a limited, non-exclusive, non-transferable license to use the Service solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers.

For Location Information (defined below), the Service requires use of MapQuest. Use of MapQuest within the Service is subject to:

- the MapQuest Terms of Service attached hereto
- the MapQuest 3rd Party Notices and Licenses MapQuest Attributions attached hereto.,
- the Mapbox Notices MapQuest Mapbox as attached hereto, and
- the MapQuest Privacy Policy MapQuest System1 Privacy Policy as attached hereto

The MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices or MapQuest Privacy Policy, including all limitations and restrictions therein as may be updated by MapQuest from time to time, you may not use the Service. Your use of MapQuest within the Service will constitute your acceptance of the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy

2.4 **Consent to Share Location Information**. The Service will require sharing of "Location Information" (data that can be used to describe, determine or identify the location of all mobile devices subject to the Service). In using the Service, you represent and warrant that you have obtained all necessary consent(s) from individual users whose mobile devices will be subject to the Service, and that VZW has no responsibility to obtain such consent(s).

2.5 **Disclaimer of Warranty; Limitation of Liability**. THE SERVICE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

3. **CUSTOMER RESPONSIBILITIES**

3.1 **Restrictions on Use**. You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service. The Service is intended for those devices with a clear need for temporary uplift to enhanced network improvement. You agree not to abuse the Service as determined by the sole discretion of Verizon. "Abuse" may include, but not be limited to, the indiscriminate uplift of all devices within a specific geographic area where such action adversely affects the Verizon wireless network.

4. **FINANCIAL TERMS**

4.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan

VERIZON DNS SAFEGUARD for PUBLIC SAFETY

1. GENERAL

1.1 Service Definition

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1.2 Service Features for DNS Service Plus

1.3 Service Features for DNS Service Advanced

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.2 Services Agreement Flow Down Terms

2.3 Customer Responsibilities

2.4 Warranties

2.5 Use of Data

2.6 Term and Termination

3. FINANCIAL TERMS

3.1 General

4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

1.2 **Service Features for DNS Service Plus.** The following service features are included with DNS Service Plus:

1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call-backs are blocked over any port or protocol before such threats can reach users and network.

1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

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1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.1.1 **Service Activation**. The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

2.1.2 **Offshore Support**. Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 Services Agreement Flow Down Terms

2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 Customer Responsibilities

2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 Warranties

2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security

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cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW,VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

2.4.2 **Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

2.4.3 **Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.5 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

2.5.1 **User Data**. Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

2.5.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.6 **Term and Termination**

2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.

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2.6.2 **Service Cancellation**. If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

3. **FINANCIAL TERMS**

3.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan.

Verizon Wireless Private Network Terms and Conditions

1. Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

2. Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

3. Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

4. Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

5. IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

6. Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

7. Service Based Access ("SBA"): SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

Verizon Wireless Private Network Traffic Management

8. Private Network Traffic Management (PNTM): PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

a. PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following Qualifying Public Safety NAICS codes a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f)

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922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.

9. Customer Private Network Contact: Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.

10. Private Network Implementation and Testing: Verizon Wireless will implement Customer's Private Network, which requires Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to compete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.

11. Wireless Devices/Network Access: Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

12. Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

13. Maintenance/Service Changes/Termination of Private Network Service: Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

14. No Warranties: Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

15. NO RESELLING: Customer cannot resell Private Network /Private Network Traffic Management service(s) or allow third parties to use Private Network/Private Network Traffic Management service(s) or access Private Network/Private Network Traffic Management service(s) without prior written permission from Verizon Wireless.

16. Subject to the Customer's Government Agreement: The terms of this Addendum supplement the Customer's Government Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Customer's Government Agreement, the terms of this Addendum shall control with respect to Private Network.

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 v.2, please contact your local Verizon Government Sales representative for additional information. ©Verizon2021.

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Revision History		
Version	Date	Description
1.0	2/12/21	Pricing Offer
2.0	5/14/21	Best and Final Offer

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Employee Discount Supplement

It is Verizon's intent to continue offering its Employee Program consistent with the terms and conditions provided under the current DMS 1011-008C contract, Exhibit 7.

Individual-Liable Service Pricing Discount	
Category	**% Discount**
Equipment	0
Services	19
Accessories	25*
Activation Fees	Waived
*Individual-Liable Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.	

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State of Florida Contract Pricing

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PUBLIC SAFETY PLANS

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NUMBER SHARE

VERIZON CONNECT

MOBILE IRON

CANVAS

SAMSUNG KNOX

MAAS360

ASAVIE

LTE Vehicle Internet

Netmotion

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State of Florida DMS 10/11-008C Price Plans			
CODES	**DESCRIPTION**	**ACCESS**	**GUIDELINES & OPTIONAL PLAN FEATURES**
Nationwide Per Minute			
86680	$.049 Per Minute **Nationwide** Voice Plan-includes 600 M2M and 600 N&W	**$0.00**	**N/A on feature codes 77294, 77295, and 79740, 79407, and 72409. Must use 79789, 79790, 79791, 79780, or 79781. Please see smartphone feature codes below**
80245	200 Text/Pix/Flix Messages-**Optional on price plan 86680 only**	**$0.00**	
94976 (All current PTT	Unlimited Push to Talk w/ Unlimited Mobile 2 Mobile .049 per min rate	**$10.00**	**PTT Plus-** (auto attaches-81814)
Smartphone Standalone Nationwide Per Minute			
93445	Unlimited Nationwide Blackberry/ Smartphone Data / Unlimited Domestic Text.Pix, Flix Messaging, Unlimited Mobile 2 Mobile & Nights/Weekends ($.052 Per Minute Nationwide Voice Plan)/Mobile Hotspot-5GB)	**$35.99**	**Mobile Hotspot (5 GB auto attached)-** 76404 and 79048 **Block Mobile Hotspot-**78485 **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier) **TXT Block -** 73572
Smartphone All Inclusive Nationwide Price Plan			
86769	Unlimited Nationwide Calling w/ Unlimited Domestic Text/Pix/Flix Messaging; Email and Data, 5GB of data hotspot/Tethering	**$51.00**	**4G Smartphone -$0 Hotspot-** 76065 (auto attached built into the price plan) **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier)
Nationwide			
86195	Nationwide 250 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$25.75**	**PTT Plus-** (auto attaches-81814)
86196	Nationwide 600 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$36.05**	**PTT Plus-** (auto attaches-81814)
86197	Unlimited Nationwide Calling w/ Unlimited Push 2 Talk	**$51.50**	**PTT Plus-** (auto attaches-81814)
22901	4G Custom Nationwide Unlimited Mins+Msg Unlimited Data +Email MHS	**$50.00**	**TravelPass compatible.**
Features			
Smartphone Data Features			
77294	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text/Pix/Flix Messaging	**$15.45**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79789	500 MB Data allowance ($.00849 per MB overage rate)	**$15.45**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
77295	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$20.60**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79790	1000 MB Data allowance ($.00849 per MB overage rate)	**$20.60**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79740	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$23.69**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79791	2000 MB Data allowance ($.00849 per MB overage rate)	**$23.69**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79407	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$32.96**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79781	Unlimited MBB Data Plan	**$32.96**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
Messaging Features			
77847/77848	$0.02 Per SMS messaging rate/$0.05 Per MMS messaging rate	**$0.00**	
77328	300 SMS/MMS Messages (.05 Per Message overage rate)	**$2.00**	
77341	500 SMS/MMS Messages (.05 Per Message overage rate)	**$3.00**	
77329	Unlimited SMS/MMS Messages	**$7.00**	
Aircard/Tablet Data Packages			
86226	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text	**$20.60**	
86227	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$25.75**	
86228	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$30.90**	
86229	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$36.05**	$0 Text Messaging code 47309 is avl to add if needed
90237	5GB Public Sector Mobile Broadband Share Plan	**$34.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90240	10GB Public Sector Mobile Broadband Share Plan	**$59.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.

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Attachment D, Exhibit 2 - Vendor's Device List

90241	20GB Public Sector Mobile Broadband Share Plan	$99.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
Machine to Machine			
86693	$.099 Per MB data rate for Machine to Machine or Customer provided equipment	$0.00	**Do not offer for note books, tablets, ipads, etc. Must be CPE certified device or Jetpack/MiFi at MTM pricing in Equip Guide
87640	1MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$5.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87641	5MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$7.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87642	25MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$10.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87643	50MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$15.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87644	150MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$18.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87645	250MB Machine to Machine Share ($.015 per MB overage rate) Tier 2	$20.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87646	1GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	$25.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87647	5GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	38.50 (25%)	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87648	10GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	61.60 (25%)	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
90231	5GB Public Sector M2M Share Plans	$34.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90234	10GB Public Sector M2M Share Plans	$59.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90235	20GB Public Sector M2M Share Plans	$99.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
86847 (3G)	25MB Machine to Machine 3G Backup Router Plan 25MB $10/GB $10	$10.00	Overage rate is $10 per GB
86848 (4G)	25MB Machine to Machine 4G Backup Router Plan 25MB $10/GB $10	$10.00	Overage rate is $10 per GB

***If you are on the $35.99 (93445) plan or (86769) $51.00 plan with unl Text, Pix, Flix, you can block text with code 73572. If you remove block later, add code 73502 to re-add unlimited

Disclaimer: Information contained in this document is provided for review purposes only and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this document. In the event of any ambiguities or inconsistencies between the information in this spreadsheet and the pricing contained in the Verizon Price Sheet for State of Florida DMS-10/11-008C, the latter shall prevail.

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SOFL Equipment Matrix-Smartphones

Samsung Galaxy

Model	**A42 5G**	**A51**	**XCover Pro**	**A71 5G UW**	**S10e**	**Note20 5G**	**Note20 Ultra 5G**	**Samsung Galaxy S20 FE 5G UW**	**Samsung Galaxy Z Fold2 5G UW**	**Galaxy S21 5G**	**Galaxy S21+ 5G**	**Galaxy S21 Ultra 5G**	
SKU	**(128GB)** SMA426U2KV	SMA515UZKVZ / **5G UW** (SMA516V2BVZ)	SMG715UZKVZ	SMA716VTKVZ	**128GB** (SMG970UZKAM)	SMN981UZAV	**128GB** (SMN986UZKV) / **512GB** (SMN986UZKFV)	SMG781VZBV	SMF916UZKV	**128GB** (SMG991UZAV) / **256GB** (SMG991UZAEV)	**128GB** (SMG996UZKV) / **256GB** (SMG996UZKEV)	**128GB** (SMG998UZKV) / **256GB** (SMG998UZKEV) / **512GB** (SMG998UZKFV)	
Retail Price	$399.99	$399.99 / $549.99	$499.99	$649.99	$529.99	$999.99	$1,299.99 / $1,449.99	$699.99	$1,999.99	$799.99 / $849.99	$999.99 / $1,049.99	$1199.99 / $1,249.99 / $1,379.99	
Contract Price	$159.99	$149.99 / $249.99	$199.99	$299.99	$69.99	$499.99	$799.99 / $949.99	$329.99	$1,499.99	$319.99 / $369.99	$499.99 / $549.99	$699.99 / $749.99 / $879.99	
Operating System	Android 11	Android 10	Android 10	Android 10	Android 9.0 Pie	Android 10	Android 10	Android 10	Android 10	Android 11	Android 11	Android 11	
Camera	48MP/13MP Front	48MP/32MP front	25MP/13MP font	64MP/ No Front	12 MP/10 MP Frong	64MP/10MP front f2.2	108MP/10MP front f2.2	12MP / 32MP front	12MP / 10MP front	64MP / 10MP front	64MP / 10MP front	64MP / 10MP front	
Removable Memory	1TB capable	512GB capable	512GB capable		512 GB capable	N/A	1 TB capable	1TB capable	None-Int Only	None-Int Only	None-Int Only	None-Int Only	
Hearing Aid Compatible	M3/T3	M4/T4	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3	
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A	
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x 4 / 1.8 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Quad Core Quad Core 2.4GHz / 2.2GHz / 1.8GHz Processor Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	5.8 inch screen FIPS 140-2 compliant government grade encryption for Email, Calendar, and Contacts. All three models have dual rear cameras	Processor: Octa-Core (Dual Quad Core Processors)/Octa Core 3.1GHz / 2.4GHz / 1.8Ghz //Onboard Memory (Actual available/formatted amount may be less)+128 Gigabyte Onboard RAM Memory+8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 3.1GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octo core 3.09GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	

Apple, Blackberry, Google & Sonim

Model	**iPhone SE (2020)**	**iPhone XR (2020)**	**iPhone 11 (2020)**	**iPhone 11 PRO**	**iPhone 11 PRO MAX**	**iPhone 12 Mini 5G**	**iPhone 12 5G**	**iPhone 12 Pro 5G**	**iPhone 12 Pro Max 5G**	**Blackberry KEY2 LE**	**Google Pixel 4a 5G UW**	**Google Pixel 4a**	**Google Pixel 4**	**Google Pixel 5 5G UW**	**Sonim XP8 64GB**
SKU	**64GB** (MHG43LL/A) / **128GB** (MHG73LL/A) / **256GB** (MHGA3LL/A)	**64GB** (MH63LL/A) / **128GB** (MH63LL/A) / **256GB** (MT3D2LL/A)	**64GB** (MHC43LL/A) / **128GB** (MHC43LL/A) / **256GB** (MHC45LL/A)	**64GB** (MWAM2LL/A) / **256GB** (MWAT2LL/A) / **512 GB** (MWAX2LL/A)	**64GB** (MWGF2LL/A) / **256GB** (MWGK2LL/A) / **512GB** (MWGP2LL/A)	**64GB** (MG6G3LL/A) / **128GB** (MG6M3LL/A) / **256GB** (MG6U3LL/A)	**64GB** (MGF43LL/A) / **128GB** (MGF93LL/A) / **256GB** (MGF73LL/A)	**128GB** (MGK43LL/A) / **256GB** (MGX93LL/A) / **512GB** (MGKF3LL/A)	**128GB** (MG9A3LL/A) / **256GB** (MG9F3LL/A) / **512GB** (MG9K3LL/A)	BBKEY2LE-VZW	GA01945-US	GA01738-US	**64GB** (GA01242-US) / **128GB** (GA00678-US)	GA01955-US	999000343
Retail Price	$399.99 / $449.99 / $549.99	$499.99 / $549.99 / $749.99	$599.99 / $649.99 / $749.99	$999.99 / $1149.99 / $1,349.99	$1,099.00 / $1249.99 / $1,449.99	$699.99 / $749.99 / $1,449.99	$799.99 / $849.99 / $949.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99	$449.99	$599.99	$379.99	$799.99 - $899.99	$699.99	$648.00
Contract Price	$0.99 / $49.99 / $99.99	$49.99 / $99.99 / $299.99	$149.99 / $199.99 / $299.99	$549.99 / $699.99 / $899.99	$649.99 / $799.99 / $999.99	$249.99 / $299.99 / $399.99	$349.99 / $399.99 / $499.99	$549.99 / $649.99 / $849.99	$649.99 / $749.99 / $949.99	$99.99	$279.99	$79.99	$349.99 / $449.99	$349.99	$249.99
Operating System	iOS 13	iOS 13	iOS 12	iOS 12	iOS 12	iOS 14	iOS 14	iOS 14	iOS 14	Android 8.1 Oreo	Android 11	Android 10	Android 10	Android 10	Android 8.1 Oreo
Camera	12MP / 7MP front	12MP/ 12MP front	12MP / 7MP front	12MP / 7MP front	12MP / 7MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	13 MP / 8.0 front	12.2MP / 8MP front	12.2MP / 8MP front	16 MP/ 8MP front	12.2MP/ 8MP front	12 MP/ 8 MP Front
Removable Memory	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	256GB capable	Internal only	Internal only	Internal only	Internal only	64GB
Hearing Aid Compatible	M4/T3	M4/T3	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M4/T3	M4/T4	M4/T4	M4/T4	M4/T3	M4/T3
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Features	Processor Dual Core Apple A13 Bionic 64 bit / M11 Motion Core Processor 4.7" Liquid Retina HD Display Offering Haptic Touch, Display Zoom, and True Tone display/Wireless Charging / *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. The dual camera system captures highest quality video in a smartphone. *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. A transformative triple camera system that adds tons of capability without complexity.	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Octa-Core (Dual Quad Core Processors) 1.8GHz (KyroGold) + 1.6GHz (KyroSilver) Type C charging port Gorilla Glass 3	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor Octa-Core 2.84 Ghz x 1 / 2.42 Ghz x 3 / 1.8 Ghz x 4 // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors), 2.2 GHz Octa core, Push-to-Talk Plus (PTT+)

LG, Motorola & Kyocera

Model	**LG K51**	**LG V60 ThinQ 5G**	**LG Wing (5G)**	**moto g power**	**moto g stylus**	**Motorola one 5G UW**	**Motorola edge+ 5G**	**Motorola razr**	**DuraForce Ultra 5G**	**DuraForce Pro 2**					
SKU	LM-K500UMT	LM-V600VML	LM-F100VMY	MOTXT20417	MOTXT20435	MOTXT20753	MOTXT20811	MOTXT20001	KYOE7110	KYOE6910					
Retail Price	$168.00	$949.99	$999.99	$249.99	$299.99	$549.99	$999.99	$999.99	$899.99	$444.00					
SOFL Contract Price	$59.99	$449.99	$549.99	$59.99	$79.99	$229.99	$499.99	$549.99	$399.99	$179.99					
Operating System	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	9.0 - Android Pie & Android 10	Android 10	Android 10					
Camera	13 MP front only	64MP /10MP front	64MP /32MP front	13 MP/ 5.0 front	48 MP/ 16 front	48 MP / 16 front	108 MP / 25 front	16MP / 5MP front	24 MP / 8M front	13 MP / 5M front					
Removable Memory	2TB capable	2TB capable	2TB capable	512GB capbable	512GB capbable	1TB capable	Internal only	N/A	1TB capable	512 capable					
Hearing Aid Compatible	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3	M3/T3	N/A	M3/T4	M3/T4					
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**					
Field Force Manager	x	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X					
Other Features	Processor: Octa-Core (Dual Quad Core Processors) Quad 2.0 GHz / Quad 1.5 GHz / Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte USB Mass Storage Onboard RAM Memory 3 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo core 1.8 Ghz (3 x 2.4 GHz / 1 x 2.8 GHz / 4 x 1.8 GHz) // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.0 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM //	Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz Octa core// Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core MIL-Standard 810H	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core MIL-Standard 810H Shock/Dust/Water Resistant					

RFP No.: DMS-19/20-006C

Attachment D, Exhibit 2 - Vendor's Device List

verizon

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SOFL Equipment Matrix- Tablets & Internet Devices

Tablets & Books

											
Make & Model	**Samsung Galaxy Tab A 8.4 32GB**	**Samsung Galaxy Tab S5e 64GB**	**Samsung Galaxy Tab S7 5G UW**	**Samsung Galaxy Tab S7+ 5G UW**	**Apple iPad Mini 7.9**	**Apple iPad 10.2 (8th Gen)**	**iPad Air 10.9 (4th Gen)**	**iPad Pro 11 Inch (2nd Gen)**	**Apple iPad Pro 12.9 (4th Gen)**	**iPad Pro 11 Inch (3rd Gen 2021) 5G**	**iPad Pro 12.9 Inch(5th Gen 2021) 5G**
SKU	SMT307UZNA	SMT727VZSA	SMT878UZKA	SMT978UZKA	**64GB:** MUY12LL/A / **256GB:** MUY82LL/A	**32GB:** MYMP2LL/A / **128 GB:** MYMT2LL/A	**64GB:** MYH82LL/A / **256GB:** MV1T2LL/A	**128GB:** MY2X2LL/A **256GB:** MXED2LL/A **512GB:** MXEF2LL/A **1TB:** MXEH2LL/A	**128GB:** MY3F2LL/A **256GB:** MXFF2LL/A **512GB:** MXFH2LL/A **1TB:** MXFK2LL/A	**128GB:** MHMT3LL/A **256GB:** MHMV3LL/A **512GB:** MHMX3LL/A **1TB:** MHN03LL/A **2TB:** MHN23LL/A	**128GB:** MHNR3LL/A **256GB:** MHNW3LL/A **512GB:** MHNY3LL/A **1TB:** MHP13LL/A **2TB:** MHP43LL/A
Retail Price	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$999.99/ $1,099.99/ $1,299.99/ $1,699.99/ $2,099.99	$1299.99/ $1,399.99/ $1,599.99/ $1,999.99/ $2,399.99
Contract Price (2yr)	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$899.99/ $999.99/ $1,199.99/ $1,599.99/ $1,999.99	$1199.99/ $1,299.99/ $1,499.99/ $1,899.99/ $2,299.99
Operating System	Android 9.0 Pie	Android 8.1 Oreo	Android 10	Android 10	iPadOS 13 / 14	iPadOS 14	iPadOS 14	iOS 13	iOS 13	iPadOS 14	iPadOS 14
Camera	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (8 MP) and front facing (7.0MP)	Rear (8.0MP) and front facing (1.2MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (12MP Ultra Wide)	Rear (12 MP) and front facing (12MP Ultra Wide)
Removable Memory	Up to 400 GB	Up to 400 GB	Up to 512GB	Up to 512GB	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz x 2 / 1.6 GHz x 6 Octa core // Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte Onboard RAM Memory 3 Gigabyte RAM	Processor Hexa-Core 2.0 Ghz x 2 / 1.7 Ghz x 6 Hexa-Core CPU // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte USB Mass Storage Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Apple A12Z Bionic chip with 64-bit architecture Embedded M12 coprocessor	Dual core processor: Apple A12X Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores

Internet Devices

							
Make & Model	**5G MiFi M1000**	**MiFi 8800L**	**Ellipsis Jetpack 900LS**	**USB730L**	**Orbic Speed**	**Inseego MiFi M2100 5G UW**	**Skyus 160**
SKU	INSGM1000	MIFI8800L	MHS900LS	USB730L	ORB400LBVZRT	INSGM2100	SK160-VZ
Retail Price	$649.99	$199.99	$79.99	$249.99	$99.99	$399.99	$249.99
Contract Price	$499.99	$99.99	$29.99	$79.99	$99.99	$249.99	$99.99
4G LTE	5G	X	X	X	X	5G	X
Rev A	No	X	No	No	No	No	No
Form Factor	Hotspot	Hotspot	Hotspot	Aircard	Hotspot	Hotspot	Router
Mac Compatible	X	X	X	X	X	X	
External Antenna		No	No	No	No	No	N/A
Vista Compatible	No	No	X	No	No	No	N/A
Mode	All Digital (Ultra Wide Band XLTE Band 13)	All Digital (Quad Band) **Global**	4G LTE	All Digital (Quad Band) **Global**	4G LTE / XLTE Band 13 / 4 (700/1700 MHz)	All Digital (Ultra Wide Band XLTE Band 13)	4G LTE
Other Features	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	**4G Mobile Hotspot up to 15 devices** VPN Client Capable **Battery life up to 24 hours**	**4G Mobile Hotspot up to 8 devices** VPN Capable 1.4 GHz Dual Core Processor **Battery life up to 24 hours**	**One Step Access** Easy to adjust **Type A USB Port compatibility**	Processor Quad Core 1.3 GHz Quad-Core Processor // Onboard Memory (Actual available/formatted amount may be less) 512 Megabyte Onboard RAM Memory 256 Megabyte RAM	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	Processor: Qualcomm MDM9230 // Onboard Memory (Actual available/formatted amount may be less) 8 Gigabyte Onboard RAM Memory 1 Gigabyte RAM

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verizon

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SOFL Equipment Matrix - Basic & One Talk Phones

One Talk Desk phones

										
Yealink Deskphone	**T41S IP**	**T41SW IP**	**T42S IP**	**T46S IP**	**T46SW IP**	**T49G IP**	**VZP59 IP**	**W60 DECT**	**CP920 IP Conference Phone**	**CP960 IP Conference Phone**
SKU	T41S	T41SW	T42S	T46S	T46SW	T49G	VZP59	W60	CP920	CP960
Retail Price	$85.00	$115.00	$115.00	$145.00	$170.00	$349.00	$399.00	$169.00	$395.00	$499.00
Number of contacts	1000	1000	1000	1000	Memory Dependent	1000	1000	1000	1000	1000
Accessibility	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	Multi-Language 6 Way conferencing support	Multi-Language 6 Way conferencing support	6 Way conferencing support	6 Way conferencing support	Indoor Range 150 Feet / Outdoor range 900 Feet Tactile-discernible number, feature, and navigation keys	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support
Form Factor	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone 10 line keys can be programmed up to27 paperless DSS keys (3-page view)	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	Headphone Port 3.5mm Wall Mountable Message Waiting Indicator (MWI) Power over Ethernet (IEEE 802.3af), Class 2 Desk Phone	1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup	Headphone Port 3.5mm 1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup Built-in three-microphone array Available expansion microphones (wired or wireless sold seperatly)
Technology	Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE	Wi-Fi 802.11 b/g/n 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 2.0 Supported	Wi-Fi 802.11 a/b/g/n 802.11 n - 2.4 and 5GHz only Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported USB 2.0 Supported Noise Proof Technology	Auto Answer Function Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 SRTP security encryption Noise Reduction System SIP SIP v1 (RFC2543) SIP v2 (RFC3261) UDP/TCP/TLS Out-of-band DTMF(RFC 2833) In-band DTMF SIP INFO DTMF Rport (RFC3581) Digest/basic authentication Peer-to-peer SIP link mode Loose routing and strict routing support PRACK (RFC3262) Error-information support Reliability of provisional responses (RFC3262) Offer/answer (RFC3264) Message Waiting Indication (RFC3842) Subscription for MWI events (RFC3265) Dialog-state monitoring(RFC 4235) Event list subscription support (RFC4662) REFER (RFC3515)	SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 b/g/n/ac SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB USB 2.0 Supported Noise Proof Technology Five-way conference call capability

Standard Voice & PTT devices

						
Make & Model	**Alcatel Go Flip V**	**Orbic Journey V**	**Kazuna eTalk**	**Sonim XP5s**	**Sonim XP3**	**DuraXV Extreme**
SKU	ALCATEL-4051S	ORB2200LBVZ	KAZF119VWQ	999000144	999000389	KYOE4810
Retail Price	$99.99	$99.99	$79.99	$288 - $648	$199.99	$240.00
Contract Price	$49.99	$49.99	$29.99	$149.99	$0.99	$99.99
Camera	2.0 MP	2.0 MP	2.0 MP	5.0 MP	5.0 MP	5.0 MP
Bluetooth	X	X	X	X	X	X
Removable Memory	Up to 32GB	2.0 MP	Up to 32GB	Up to 64GB	Up to 128GB	Up to 512GB
Hearing Aid Compatible	X (M3/T3)	X (M3/T3)	X (M4/T4)	X (M3/T4)	X (M3/T4)	X (M3/T4)
Mode	All Digital (Quad Band) **Global**		All Digital (Quad Band) **Global**	All Digital (Quad Band)	All Digital (Quad Band)	
Field Force Manager	X	X	X	X	X	X
Other Features	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches LCD display and large keys **Not CDMA compatible**	**Processor Quad Core** 1.1 Ghz Quad CoreScreen **Resolution** TFT QVGA 320 x 240 / 142.8 PPI **Screen Size** 2.8 Inches	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches display and large keys **Not CDMA compatible**	3-year warranty **Gorilla Glass 3 by Corning** 1.2 Ghz Quad Core Processor **PTT compatible** Meets Mil-Standard 810G standards for Dust, Shock, Water Resistance.	Processor Quad Core 1.1 Ghz Quad Core, HD Voice capable Push-to-Talk Plus (PTT+)	**Screen Resolution:** QVGA TFT (240 x 320 pixels) / **Screen Size:** 2.6 Inches/ 1. G102 Ghz Quad Core / Push-to-Talk Plus (PTT+)

For specific product functionality and features, device and calling plan/feature compatibility, and for the latest equipment pricing, see your Verizon Government Account Manager. The above Equipment prices are effective as of 04-01-19 and are subject to change. Customer may purchase at the then current State of Florida Government Equipment Matrix pricing or Government promotional pricing, whichever is less at the time of purchase. Verizon may make certain equipment available at no charge; however, Verizon does not guarantee that we will always be able to offer equipment at no charge through the term of the resulting agreement. Government Subscriber Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Verizon's Government Equipment matrix is updated at a minimum quarterly, based upon equipment availability, changes in technology and market conditions. Equipment is promotional and subject to availability, Verizon reserves the right to add or discontinue models. Pricing above is at the 2 yr price point. Existing customers can upgrade at this price 20 months into their current contract.

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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

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***.

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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 plans and features government terms of service with the terms agreed upon in negotiations. If awarded a contract, the intent is for these terms to be incorporated into the EUPL.

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, OEUs, 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).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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. 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.

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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

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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. 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

*****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

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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
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	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
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
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.

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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

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.

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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.

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

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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.

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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/attachvments/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

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;

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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.

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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).

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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

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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.

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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

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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. 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.

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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

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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?

Assessment	Evaluator Score
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.

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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.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

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.

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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

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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

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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.

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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.

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.

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.

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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 Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

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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

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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 _____

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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

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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: www.sunbiz.org
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/attachvments/FCC-18-181A1.pdf

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

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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	

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Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
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	

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

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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.

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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).

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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.

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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

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

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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

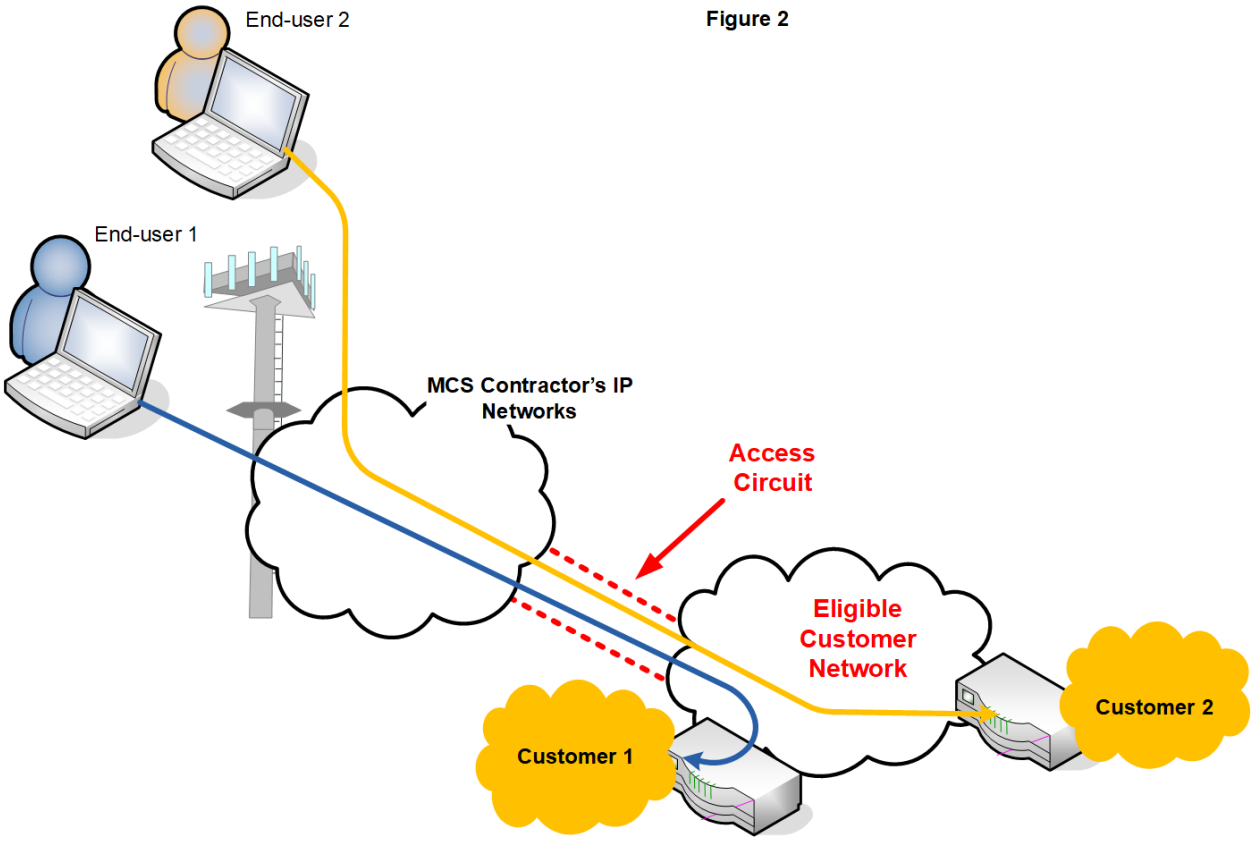
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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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.

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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.

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3.5 Wireless Data Service - Closed User Groups

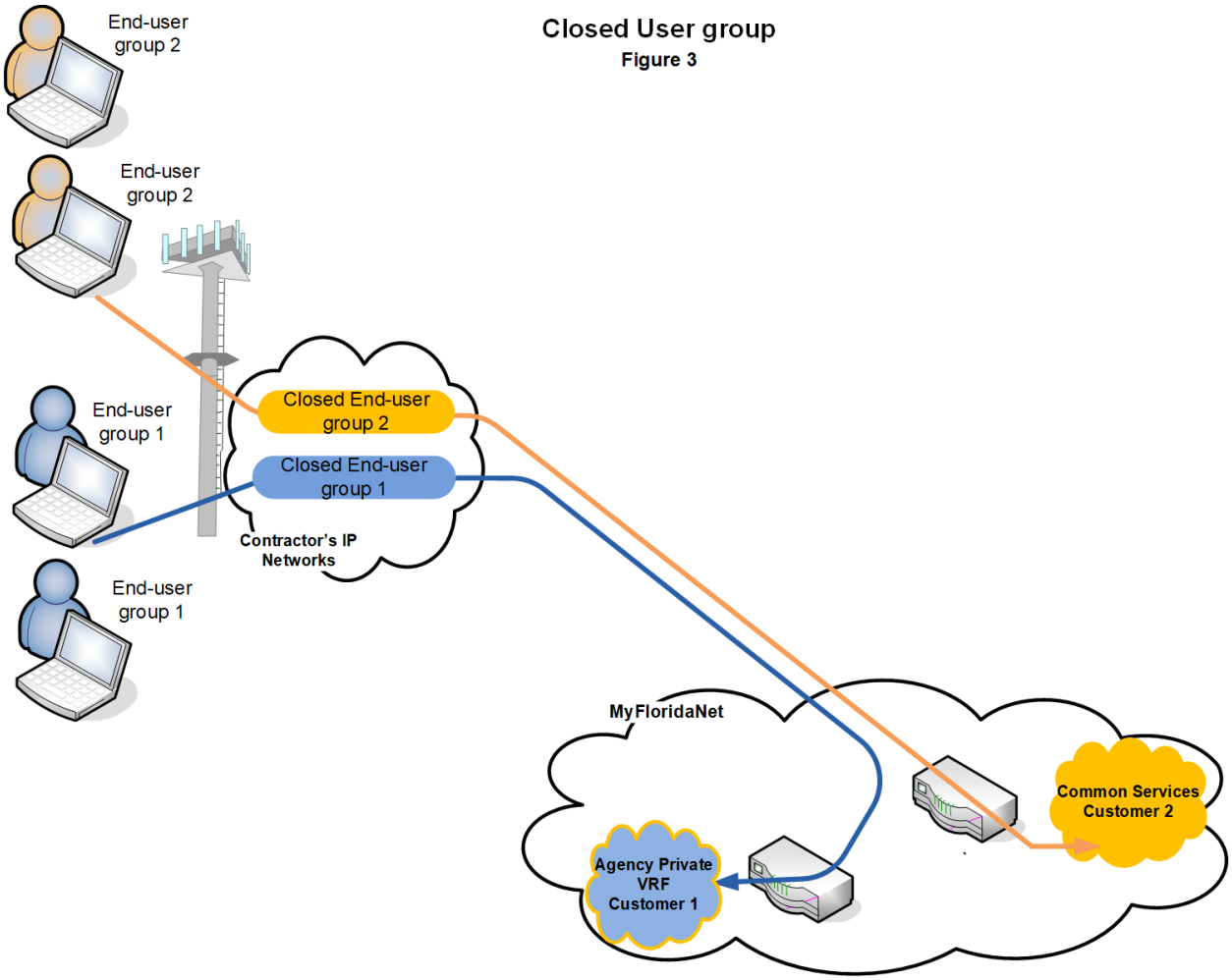
This subsection is applicable to only Wireless Data Services.

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.

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Closed User group
Figure 3

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

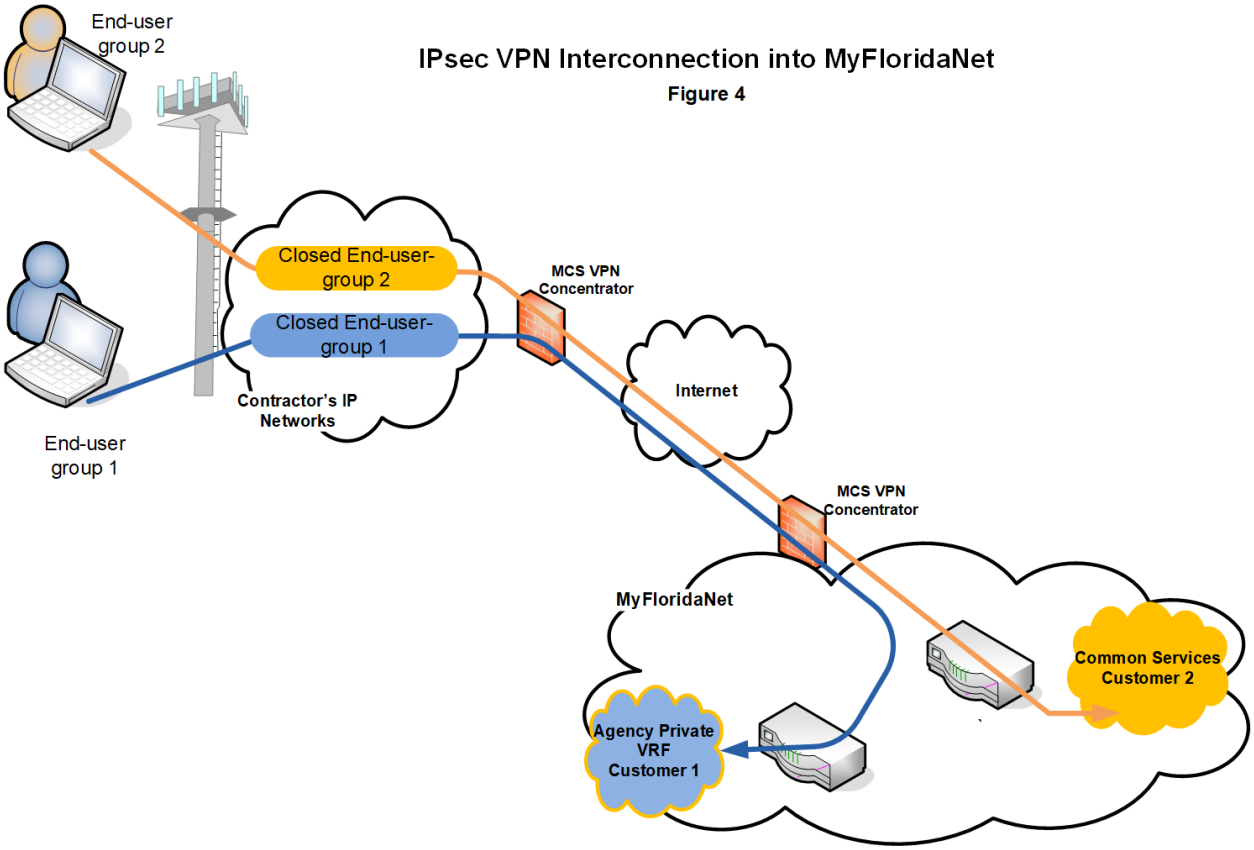
This subsection is applicable only to Wireless Data Services.

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

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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.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

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

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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

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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.

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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.

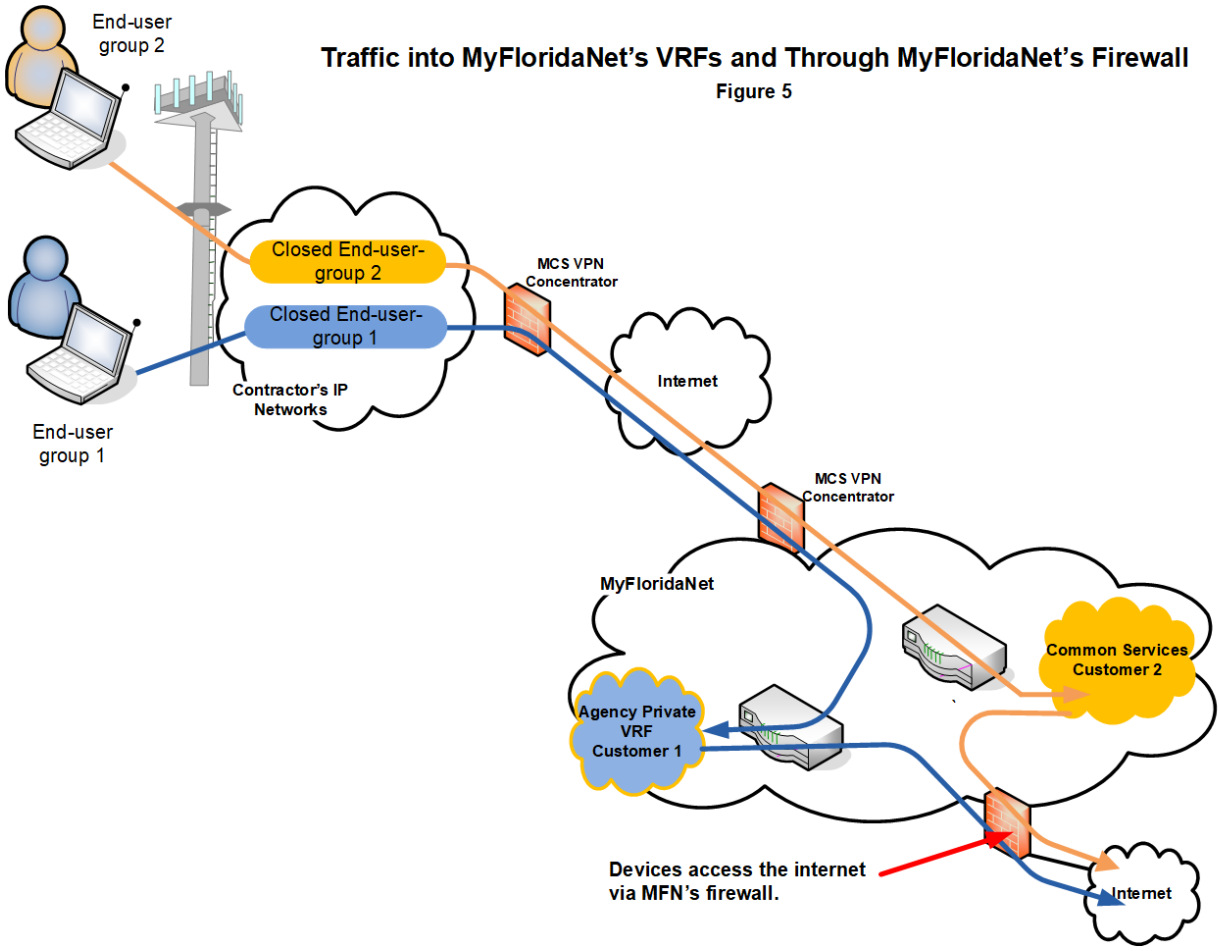
The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

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.

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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.

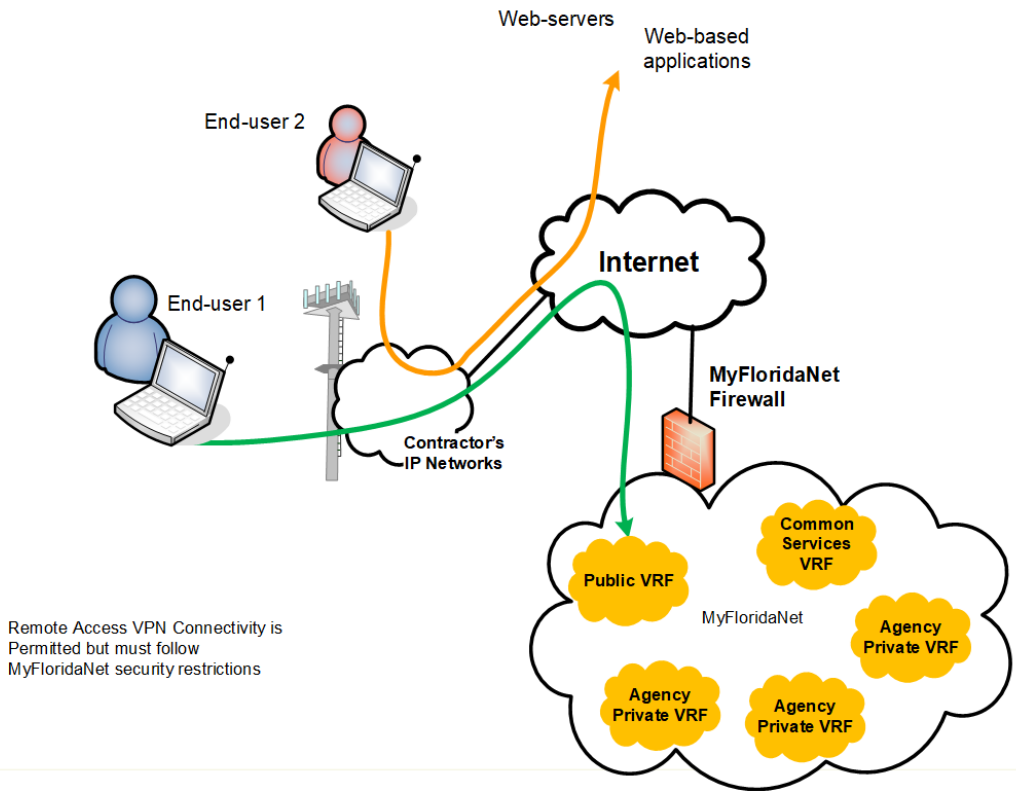
Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks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

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

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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.

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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 much4G/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

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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.

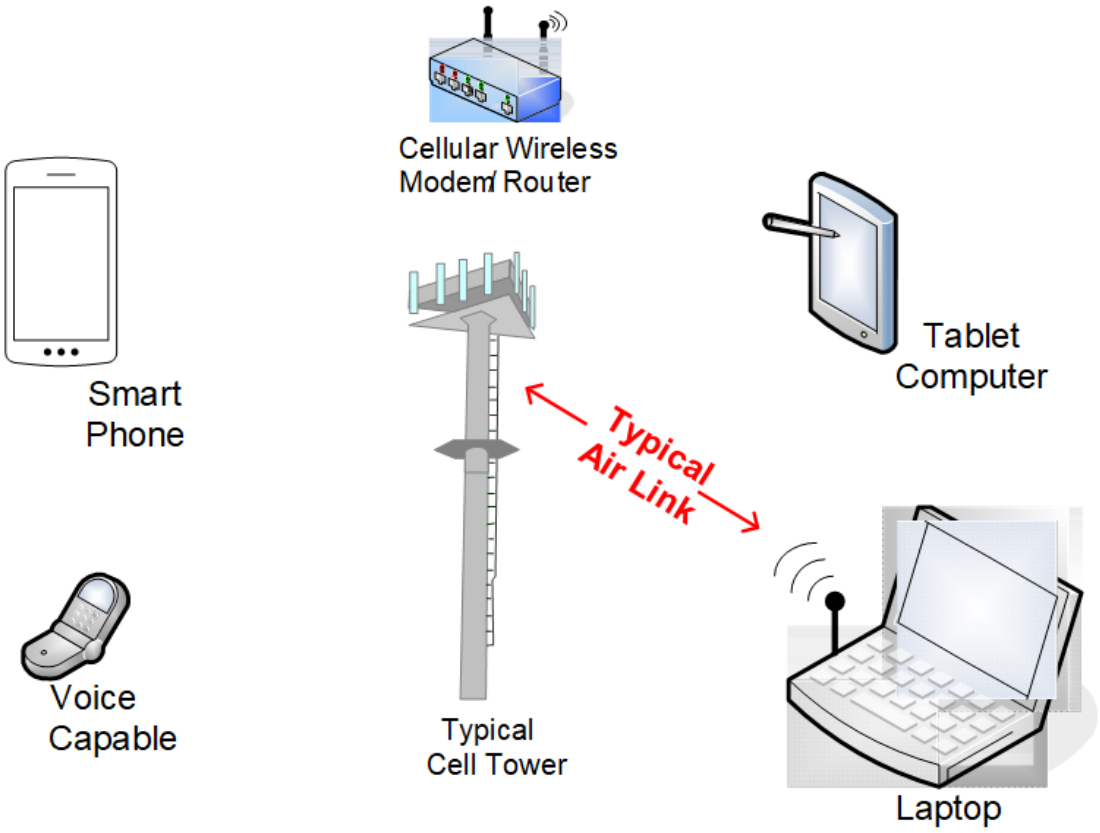
The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless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

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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.

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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.

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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

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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:

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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)

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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.

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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;

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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 for 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

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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;

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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

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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]

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	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.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	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.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

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

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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

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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.

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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.

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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.

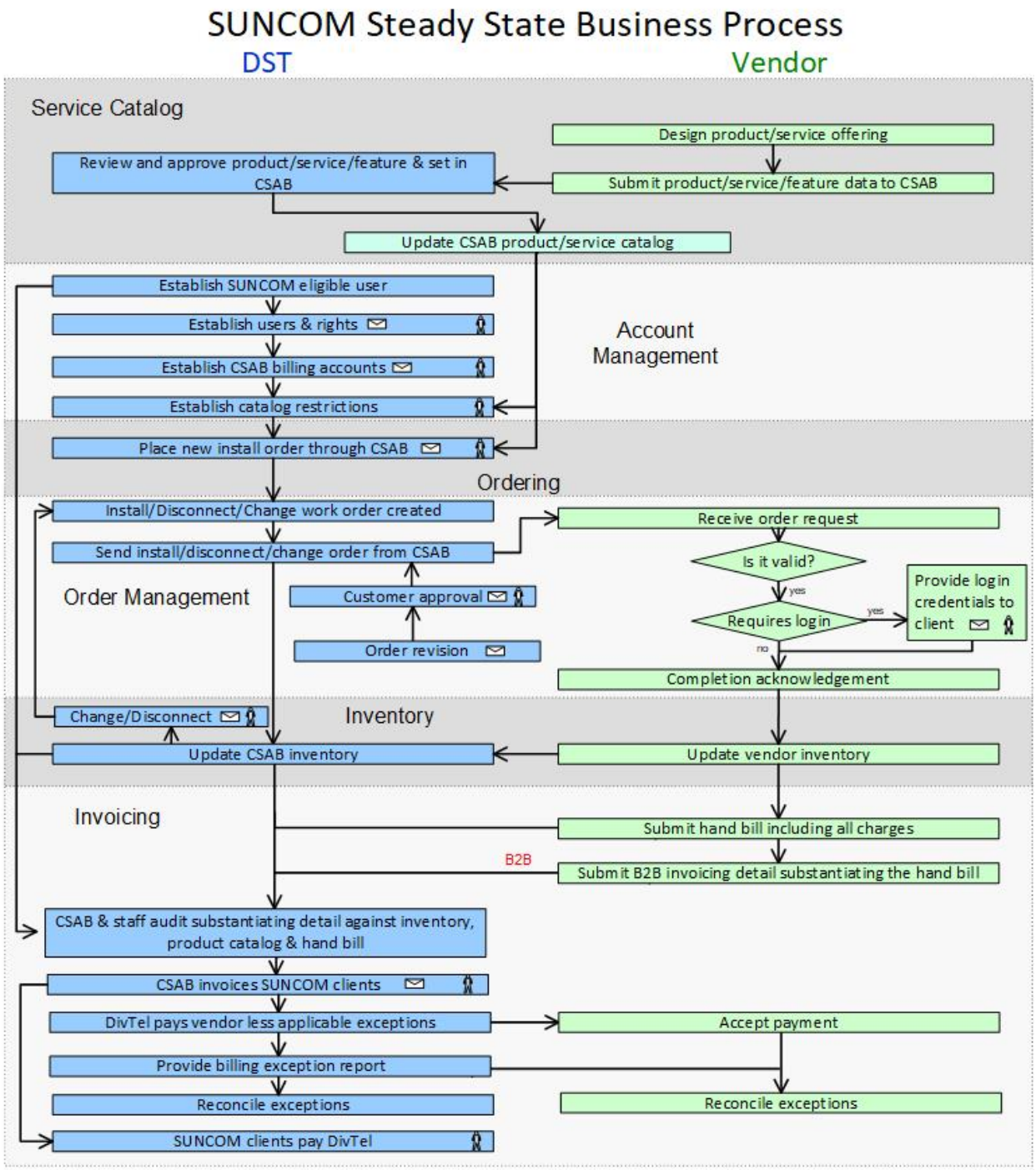
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction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

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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

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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.

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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.

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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.**

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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 10th 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

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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 1st 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.

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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.

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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.

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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]."

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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>>

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DRAFT CONTRACT

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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

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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 csame 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

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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:

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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.

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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:

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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>

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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 Mangers' 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 (EUPLs) 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.

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

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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.

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

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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 (11th 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 (11th Cir. Fla. 2013) is overturned.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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

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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

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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

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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.

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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, serviceagreements, 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

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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.

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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

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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.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Attachment C
Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 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 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	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	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. 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. 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	$1,000 per day	

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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	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	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	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

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	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. 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. The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided.

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	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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	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	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

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	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	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
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	

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	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	

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	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	

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	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.

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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	

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Department of
MANAGEMENT
SERVICES
Division of State Technology

Mobile Communications Services

Business Case

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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 (OEUs), 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.

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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.

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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.

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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.

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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

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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
GRAND TOTAL		$ 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 HIGHWAY 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

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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 (OEUs) 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

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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 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
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 COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	5,344,979	$	12,308,058	$	13,275,243	$	7,212,547	$	38,140,828

Figure 3 – Top 20 OEU Customers in Total Revenue

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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[2].

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 (IUT-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[3]. 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

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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[1].

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

[1] https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/

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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.[2] 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

[2] 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

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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[3].

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.

[3] 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

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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.

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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

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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

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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[4];
- 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

[4] https://www.fcc.gov/auction/73

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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.

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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

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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.

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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.

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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.

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- 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

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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

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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

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- 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

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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.

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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.

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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.

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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:

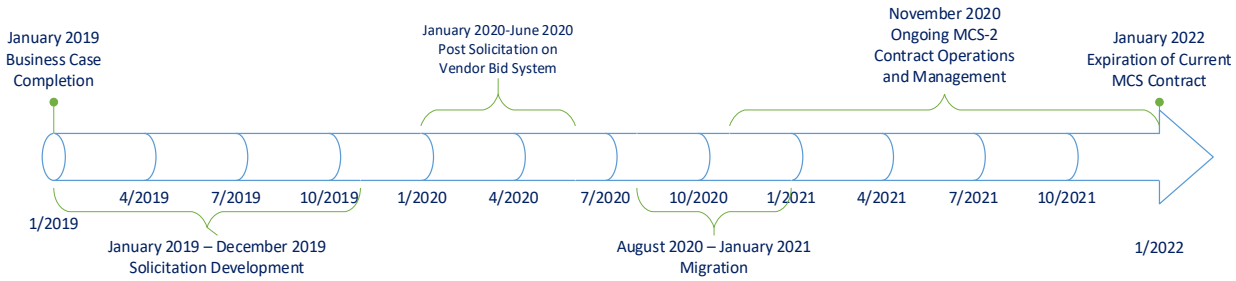
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1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, 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

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**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.

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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

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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.

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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:

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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 Pubic 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.

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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 contacts 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

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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.

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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.

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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. https://portal.suncom.myflorida.com/start/#/login
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.

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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

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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.		~~November 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	10:00 AM	April 19, 2021

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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. It is the filing party's responsibility to meet all filing deadlines.

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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.

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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 Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ 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~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

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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

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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.

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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 All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~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. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ 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 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

Enclosure:
Questions and Answers

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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. It is the filing party's responsibility to meet all filing deadlines.

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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	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. 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." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "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."
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.

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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. 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.' 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. 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. 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.

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Question Number	Section	Page Number	Question	Answer
			add value to large enterprise and Government customers, do not have the proper FCC certifications. ***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.*** We believe ***there are additional companies*** 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. 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

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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.

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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.

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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. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - 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: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
32	Attachment A – Statement of Work, 2	13	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: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	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.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	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"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

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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.	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." 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." 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.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? 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	Please see Section 2 of Addendum No. 2.

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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. 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." 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.

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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.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	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? Notifications. Notifications must be for 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 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. **Attachment C, SLA ~~B7,~~ B8, and B9.**	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.

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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, ~~or~~ 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. 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),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, 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

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Question Number	Section	Page Number	Question	Answer
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." 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?" See also Section 8 of Addendum No. 2.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
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?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

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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, 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: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
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.

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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 1st of each month and end on the 30th.
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 ~~the 10th calendar day~~ 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: "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 cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

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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, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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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, 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. See also ITN section 4.4, Negotiations. 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.

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Question Number	Section	Page Number	Question	Answer
			$500 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ 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, 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, 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, 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, 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.

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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, 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, 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, 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, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, 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, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.

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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, 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, 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, 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: "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. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, 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: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	Please see Section 14 of Addendum No. 2.

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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, 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: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ 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, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

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

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

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

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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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

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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. It is the filing party's responsibility to meet all filing deadlines.

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Department of MANAGEMENT SERVICES
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Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

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

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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. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 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. It is the filing party's responsibility to meet all filing deadlines.

Legislation Details (With Text)

File #:	21-814	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	12/14/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approval of the requested Pay Plan change for Fiscal Year 2022. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	FY 2022 General Employees Pay Plan (Revised Effective 1-11-2022).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 21, 2021
Agenda Date: January 11, 2022
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the requested Pay Plan change for Fiscal Year 2022.

BACKGROUND:

Per City of Cocoa's City Charter, Article IV, Section 3, the City Manager has the authority to fix the compensation of city employees within the pay schedules established by the city council and personnel policies.

Staff recommends adding a position title of Junior Network Administrator. This would provide an additional resource and critical support to the day-to-day operation of the City's computer network and continuity of operations within the Information Technology Department.

Position Title	Pay Grade	Requested Change
Junior Network Administrator	GE10	New Position Title

This request will not increase the City's headcount that was approved in the annual Fiscal Year 2022 Budget.

STRATEGIC PLAN CONNECTION:

Employees: Will help recruit and retain long-term tenure at the City of Cocoa.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

There is sufficient budget in the salary budget.

PREVIOUS ACTION:

At the City Council Meeting on December 14, 2021, City Council approved a revised Fiscal Year 2022 Pay Plan.

RECOMMENDED MOTION:

Approval of the requested Pay Plan changes for Fiscal Year 2022.

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	School Crossing Guard (Part Time)
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Facilities Attendant
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Administrative Assistant Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Office Assistant Police Records Clerk Receptionist Recording Secretary Records Technician
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Accounts Payable Clerk Administrative Secretary Customer Service Technician Engineering Representative License/Permit Technician Utility Billing Clerk
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Victims Advocate
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Code Enforcement Officer Environmental Control Coordinator Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Human Resources Technician Police Evidence Technician Police Officer Trainee Senior Customer Service Representative Senior Field Service Representative Senior Utilities Field Service Representative Utility Accounting Technician Water Plant Technician
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Code Enforcement Coordinator Crime Scene Technician Field Inspector II
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Asset Management Coordinator Assistant City Clerk Development Coordinator Executive Secretary Fire Inspector Junior Staff Accountant Jr. Buyer & Contract Specialist Utilities GIS/CAD Technician Leisure Services Coordinator Payroll Specialist

Revised Date
1/4/2022

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grounds Maintenance Supervisor Park & Right of Way Supervisor Plans Examiner Supervisor II
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Building Inspector SCADA Analyst I Supervisor III
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080

Revised Date
1/4/2022

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Conservation & Public Relations Officer Criminal Intelligence Analyst Digital Communications Coordinator Redevelopment Coordinator Victim Advocate Coordinator
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Fiscal Analyst - Budget Grants Administrator Jr. Network Administrator Jr. Systems Administrator Planner Systems Analyst Utilities GIS Coordinator
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Customer Service Supervisor Economic Development Specialist Field Services Supervisor Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Support Service Supervisor Systems Administrator Utility Billing Supervisor Human Resources Coordinator
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Accounting Supervisor Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Housing Program Manager Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Planner Technical Services Supervisor
13	$31.48	$50.38	$ 65,478.40	$ 104,790.40	Code Enforcement Manager Engineering Supervisor Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager
14	$34.00	$54.41	$ 70,720.00	$ 113,172.80	Accounting Manager Assistant to the CM / Public Information Officer Economic Development Manager Facilities Manager Fleet Manager

Revised Date
1/4/2022

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	**Minimum**	**Maximum**	**Minimum**	**Maximum**	**Positions**
					Human Resources Manager Planning & Zoning Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Utilities Associate Engineer II Utility Customer Service Manager Utility Support Service Manager
15	$36.72	$58.76	$ 76,377.60	$ 122,220.80	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Water Treatment Manager
16	$39.66	$63.46	$ 82,492.80	$ 131,996.80	Assistant City Engineer Assistant Utilities Director Building Official Deputy Director Community Services Deputy Finance Director Deputy Fire Chief Utilities Senior Engineer Police Commander
17	$45.61	$72.98	$ 94,868.80	$ 151,798.40	Administrative Services Director Community Development Dir/Planning & Zoning Admin Chief Technology Officer Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	$52.45	$83.93	$ 109,096.00	$ 174,574.40	Assistant City Manager Deputy Director Utilities
19	$60.32	$96.52	$ 125,465.60	$ 200,761.60	Utilities Director

** Annual rates are divisible by 2080

Revised Date
1/4/2022

Legislation Details (With Text)

File #:	22-18	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/21/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approval of a Resolution extending the temporary outdoor seating permits through August 9, 2022. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2022 - Amending Temporary Outdoor Seating COVID-19 Expiration August 9 2022a.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 21, 2021
Agenda Date: January 11, 2022
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of a Resolution extending the temporary outdoor seating permits through August 9, 2022

BACKGROUND:

At the December 14, 2021 Council meeting, Council voted to extend the temporary outdoor seating permit through August 9, 2022. The updated Resolution details the historical approvals of each previous Resolution since the original one was approved and memorializes the extension through August 9, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Direction to extend the Resolution to August 9, 2022 was voted upon at the December 14, 2021

Council meeting.

RECOMMENDED MOTION:

Approval of a Resolution extending the temporary outdoor seating permits through August 9, 2022

Legislation Details (With Text)

File #:	22-2	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:				**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approval of a Budget Resolution Amending the FY2022 Budget, BAF#22-035-T in the amount of $50,000 from Contingency to Contract Services for the purposes of funding the required geotechnical services for City Planning and Zoning Projects. Authorize the City Manager to enter into a piggyback agreement with Geosyntec Consultants and allow for renewals in subsequent fiscal years. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Floodplain Management Review 2021-10-27.pdf BOCC_ECSC Contract_2019.09.12_3 year_2019.10.14.pdf Budget Resolution FY 2022- ADA Compliant.docx BAF 22-035-T-Floodplain Management (1-11-22) Agenda 22-2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 17, 2021
Agenda Date: January 11, 2022
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager

Requested Action:
Council approval of a Budget Resolution Amending the FY2022 Budget, BAF#22-035-T in the amount of $50,000 from Contingency to Contract Services for the purposes of funding the required geotechnical services for City Planning and Zoning Projects. Authorize the City Manager to enter into a piggyback agreement with Geosyntec Consultants and allow for renewals in subsequent fiscal years.

BACKGROUND:

The City requires floodplain management review of proposed development plans and calculations for new subdivisions proposed within the City to ensure compliance with the City's floodplain management code and standard engineering practice. Previously, the City's Building Official conducted those services and there was a limited requirement for a 3rd party consultant to perform those services for the City. There is a requirement to perform the services to expedite the completion of residential construction projects.

Staff did not budget for consulting services as the inspection services were performed by the former

Building Official who left at the end of FY 2021. There is currently not enough in the Community Services budget to perform the professional services necessary for development. The proposal attached is considered Task Order #1 for $16,065 will cover the current projects under review. Floodplain review of any additional projects will be ordered by either new or amended task orders. The additional funds requested will be necessary for the future development reviews anticipated in FY 2022.

Since the floodplain management review is a necessary process, Staff is requesting authorization to enter into a piggyback agreement based on the existing Brevard County contract. Additionally, Staff requests approval to allow for renewals for FY2023 ($30,000) and FY2024 ($30,000) to budget accordingly for anticipated development projects.

Staff requests approval of a Budget Resolution amending the FY2022 budget and a BAF in the amount of $50,000.

STRATEGIC PLAN CONNECTION:

New developments will enhance the revenue base in the City.

BUDGETARY IMPACT:

Budgeted	Yes-Not Sufficient
If not budgeted, is amendment/transfer attached?	Yes
BAF# 22-035-T	

Amount Requested	($50,000)
Account Number	_001-1600-513-39-00
Account Name	_Contingency

Amount Requested	$50,000
Account Number	_001-3200-515-34-00
Account Name	_Professional/Contract Services

Source of Funds: Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval of a Budget Resolution Amending the FY2022 Budget, BAF#22-035-T in the amount of $50,000 from Contingency to Contract Services for the purposes of funding the required geotechnical services for City Planning and Zoning Projects. Authorize the City Manager to enter into a piggyback agreement with Geosyntec Consultants and allow for renewals in subsequent fiscal

years.

Geosyntec consultants

3504 Lake Lynda Drive, Suite 155
Orlando, FL 32817
PH 407.321.7030
www.geosyntec.com

27 October 2021

Ms. Charlene Neuterman, MPA
Interim Community Services Director
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Proposal for Floodplain Management Review Services
City of Cocoa, FL

Dear Ms. Neuterman,

Geosyntec Consultants (Geosyntec) appreciates the opportunity to provide this proposal to the City of Cocoa (Cocoa) for professional services related to Floodplain Management Review. The following proposal will detail our understanding of the work required and outline a proposed scope of work to meet the goals of the project. A time and materials budget and anticipated review duration are also included herein.

PROJECT BACKGROUND AND PURPOSE

The City requires floodplain management review of proposed development plans and calculations for new subdivisions proposed within the City to ensure compliance with the City's floodplain management code and standard engineering practice. As a result, the City has tasked Geosyntec with performing floodplain management review of development documents and drainage calculations to protect the City's interests regarding floodplain management.

SCOPE OF SERVICES

Geosyntec proposes to complete the following types of reviews for this project:

1. **Review of Proposed Development Construction Plans and Stormwater Calculations** - This task consists of review of the proposed development plan's compliance with the City's floodplain management code. A review summary letter, listing identified deficiencies, apparent errors, omissions, and uncertainties concerning floodplain management will be submitted to the City.
2. **Review of CLOMR, CLOMA, LOMR, or LOMA Application Documents –** The purpose of the task is to satisfy the requirements of the community concurrence review of a letter of map change application prior to submittal to the Federal Emergency Management Agency (FEMA). The application report will be reviewed to ensure that the application is in compliance with City Floodplain management requirements. A review summary letter, listing identified deficiencies, apparent errors, omissions, and uncertainties concerning floodplain management will be submitted to the City.

It is anticipated that an initial review summary letter (signed and sealed by Florida Professional Engineer) will be submitted to the City. Following responses from the development engineer and any necessary revisions, the responses and revisions will be reviewed. A final review

summary letter (also signed and sealed by a Florida Professional Engineer) will be submitted to the City. The final letter will summarize any remaining issues and document whether responses to the initial comments are satisfactory.

SCOPE ASSUMPTIONS

i. Individual review assignments may involve different levels of effort depending on the amount and type of materials that require review. We will keep the City informed of level of effort requirements of each assignment relative to our not to exceed budget

ii. Scope does not include attendance of any City Commission meetings, nor meetings with the development consultants or owners.

iii. Scope does not include review of permit applications and associated documents submitted to state and federal agencies (e.g. St John's River Water Management District, United States Army Corps of Engineers, etc.)

BUDGET ESTIMATE

Geosyntec proposes to provide the services discussed herein for **$16,065.00** on a time and materials basis in accordance with the terms and conditions specified herein and pursuant to Contract RFQ2-19-05 with Brevard County. The amount is based on our estimated budget for performing these services, which includes the labor and other direct costs necessary to complete the work scope described in the proposal, as detailed in Attachment A. Prior to beginning a review of a specific project, Geosyntec will document the anticipated effort to complete the review in an email to the City.

Project efforts will be billed to the City on a time and materials basis. Invoices will be structured to list project tasks, then corresponding hours and budget invoiced, overall budget expended and overall budget remaining.

SCHEDULE

Geosyntec can begin work immediately upon receipt of the Notice to Proceed. We anticipate approximately 20 working days for the completion of a typical review scope and initial summary letter. The schedule for final review will be coordinated as needed with the City.

CLOSING

Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to this proposal.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, P.E., CFM
Principal Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, P.E., CFM, D.WRE
Senior Principal
mellard@geosyntec.com
321-249-9360

Attachments: A – Project Budget Estimate

Geosyntec consultants

ATTACHMENT A

PROJECT BUDGET ESTIMATE

EXHIBIT A1 - FEE ESTIMATE

Flooplain Management Review Services
Cocoa, Florida

Date: **10/27/21**
Contract: **RFQ2-19-05**

Task	Activity	Principal Engineer Rate = $235.00 Manhours	Principal Engineer Cost	Associate Engineer Rate = $160.00 Manhours	Associate Engineer Cost	Administrative Support Rate = $65.00 Manhours	Administrative Support Cost	Basic Activity Amount	Man-hours by Activity	Average Hourly Rate
Floodplain Management Review Services										
	Initial Review and Comment Letter	18	$4,230.00	36	$5,760.00	1	$65.00	$10,055.00	55	$182.82
	Final Review and Comment Letter	11	$2,585.00	21	$3,360.00	1	$65.00	$6,010.00	33	$182.12
SUBTOTAL		**29**	**$6,815.00**	**57**	**$9,120.00**	**2**	**$130.00**	**$16,065.00**	**88**	**$182.56**
SUB-TOTAL (TIME & MATERIALS FEE)		**29**	**$6,815.00**	**57**	**$9,120.00**	**2**	**$130.00**	**$16,065.00**	**88**	

TOTAL FEE COMPUTATIONS		
(1) Salary Cost (from above)	=	$16,065.00
(2) Other Direct Costs	+	$0.00
(3) Subtotal (Consultant's Fees) [(1)+(2)]	=	$16,065.00
Proposed Total Fee [(3)+(4)]	**=**	**$16,065.00**

Geosyntec consultants

ENVIRONMENTAL CONSULTING SERVICES CONTRACT

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and

GEOSYNTEC CONSULTANTS INC., a business having its primary business location at

6770 S. Washington Ave., Suite 3, Titusville, FL 32780, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining services of an Environmental Consultant, and

WHEREAS, the County selected the Contractor consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services," and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF THE WORK:

The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in **Exhibit A**, attached hereto and made a part hereof by this reference.

2. TERM:

The term of this Agreement shall begin on the 12 day of September, 2019, and continue initially for a three (3) year period with the option for extensions on a year to year basis for up to an additional two (2) years.

3. PAYMENTS:

County shall pay the Contractor for Environmental Consulting Services provided under this Contract as provided in **Exhibit F** to this Contract and made a part of this Contract by this reference. The County reserves the right to deduct from any Contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The County shall remit payment in accordance with Sections 218.70 through 218.79 – Florida Statutes 'Local Government Prompt Payment Act', and Brevard County Administrative Order AO-33 "Prompt Payment of Invoices."

4. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way

by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. MODIFICATIONS TO CONTRACT:

This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. INSURANCE:

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

(a) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage.

Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Worker's (USL&H) coverage and contingent coverage of Jones Act (marine Employers Liability) in compliance with federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier.

(b) **Comprehensive General Liability:** Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence to include coverage for Products and Completed Operations, Personal Injury, Contractual Liability, "X-C-U" hazards, and Errors and Omissions incurred under this Contract.

(c) **Automobile Liability**: including coverage for bodily injury and property damage for all owned, hired and non-owned automobiles with limits of not less than $1,000,000 combined single limit per accident.

(d) **Professional Liability Insurance:** For errors and omissions in the amounts of $1,000,000 per claim.

(e) **Insurance Certificates:** Prior to the commencement of any work, the Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Automobile Liability and General Liability policies shall provide that the County be endorsed as an Additional Insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

8. GOVERNING LAW:

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

9. COMPLIANCE WITH STATUTES:

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

10. VENUE:

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

11. ASSIGNMENTS:

Contractor shall not assign any portion of this Contract without the written permission of the County.

12. TERMINATION:

If either party fails or refuses to perform any of the provisions of this contract or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.

13. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Contract as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. Employment Eligibility Verification (E-Verify):

The Contractor:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the term of the contract; and

(b). shall expressly require any Contractor and subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

(c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

(d) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract.

15. SCRUTINIZED COMPANIES:

The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott

Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract

If this Contract is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

16. PUBLIC RECORDS ACCESS:

(a) The Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. The Contractor shall keep and maintain public records required by the County to perform the services under this Contract.

(b) This Contract may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contractor and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(c) If the Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the County's custodian of public records, the Contractor shall provide the County 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, Florida Statutes, or as otherwise provided by law.

iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.

iv. Upon completion of the Contract, the Contractor shall transfer, at no cost to the County, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services under this Contract. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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 that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JACKIE THOMPSON AT 321-633-2016 JACKIE.THOMPSON@BREVARDFL.GOV or at the mailing address below:

Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-216
Melbourne, FL 3294017.

17. RIGHT TO AUDIT RECORDS:

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

18. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

19. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

59-2355134

20. EMPLOYMENT:

The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

21. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. CONSTRUCTION OF CONTRACT:

The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

23. NOTICE:

Notice under this Contract shall be given by certified mail or hand delivery as follows:

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Viera, FL 32940

and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

GEOSYNTEC CONSULTANTS INC.

6770 S. Washington Ave., Suite 3

Titusville, FL 32780

24. SURVIVABILITY:

Contractor's obligations pursuant to Paragraphs 4, 7, 8, 10, 16, 17, 22 and 23 shall survive the termination or expiration of this Contract, and said paragraphs shall remain in full force and effect notwithstanding such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives, effective as of the date on which the last of the parties hereto executes this Contract.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____
Kristine Isnardi, Chair

Date: _____

As approved by Board on: August 14, 2018

Reviewed for legal form and content:

Assistant County Attorney

CONTRACTOR

By: _____
Signature

Date: 10/4/19

James Langenbach, Senior Principal/Vice President
Name & Title, Typed or Printed

Geosyntec Consultants, Inc.
Name of Company, Corp., etc.

6770 S. Washington Ave, Suite 3
Mailing Address

Titusville, FL 32780
City, State, Zip

321-269-5880
Area Code/Telephone Number

SEAL

ATTEST: Pamela A Gallagher
Signature

Pamela A Gallagher Office Manager
Name & Title, Typed or Printed

EXHIBIT A
SCOPE OF THE WORK

SECTION 1 – DEFINITIONS

The following words and expressions shall whenever they appear in the Contract be construed as follows:

ADDENDUM	A written explanation, interpretation, change, correction, addition, or deletion affecting the Contract documents, including drawings and specifications approved by the County and issued by the County.
ARCHITECT	A person or firm that is authorized to practice architecture pursuant to Statute 481.299, or a general contractor who provides architectural services under design-build-contract authorized by F.S. 481.219.
CONSULTANT	The individual or firm retained to perform the specified services and duties as stated in this Contract.
CONTRACT	The written Contract between the County and the Consultant and any modifications and change orders thereto.
COUNTY MANAGER	The County Manager of Brevard County, Florida.
COUNTY DESIGNEE	The County employee designated to oversee the project by the Director. The Designee may be changed at any time during this Contract or during the length of the Task Order by written authorization by the Director.
DELIVERABLE	A work product or collection of work products as required by the specific Task Order that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of the Work for this Contract which include but are not limited to: design drawings\specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems, or processes.
DIRECTOR	The Director of the Natural Resources Management Department.
ENGINEER	The person, firm, or corporation named as such in the Contract and/or authorized by the County to act as the County representative or as the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2) (i) (2006).
TASK	A major component of work which is described in the Task Order or the work to be accomplished and/or completed by the Consultant.
TASK ORDER	A written Authorization by the County for the Consultant to proceed with the Work described therein.
WORK	The services provided by the Consultant in accordance with the Task Orders, attachments or Addendums.
WRITTEN	This term shall comprise communications between the Consultant and the County including e-mails, FAX, and letters either scanned or sent via regular or express mail.

SECTION 2 – GENERAL IDENTIFICATION OF SERVICES

The Consultant acknowledges and agrees that if the work is assigned to the Consultant, each individual project shall have a specific Task Order agreed to by the parties and executed by both parties.

All professional services provided by the Consultant for the County shall be identified in Task Orders and performed to current professional standards. Draft Task Orders shall be provided by the Consultant within fifteen (15) working days of request by the County, and shall include the following elements, except for modifications issued after execution of the Task Order:

(1) Scope: a succinct task description and signature page,
(2) Section I: a thorough description of services to be performed,
(3) Section II: a detailed schedule for projected completion of the work to be performed,
(4) Section III: a detailed description and list of all the deliverables, and
(5) Section IV: a proposed schedule for compensation including a list of key personnel.

Task orders shall receive a number assigned by the Natural Resources Management Department which shall be used by the Consultant on all documents submitted to the County related to that Task Order.

A Task Order shall not give rise to any contractual rights until approved by the County. Once the County and Consultant agree on the compensation to be paid for such services as stated in the Task Order, the County Designee shall approve the Task Order in the form of a written Notice to Proceed signed by the authorized designee of the County. The written Notice to Proceed and specific Task Order, as approved by the County, shall constitute an Addendum to this Contract and therefore the Consultant shall abide by all the requirements stipulated in this Contract. This Contract does not authorize the performance of any work or services to be provided by Consultant or require County to place any Task Orders for work or services. The County makes no covenant or promises as to the number of projects available or that the Consultant will perform any project for the County during the life of this Contract.

Task Orders may be issued for specific projects within the original scope of services as outlined below. Generally, the County may request the Consultant to provide the County Continuing Environmental Consulting Services for the following original scope of services:

(1) Phase I Environmental Site Assessments (ESA)
(2) Phase II ESA
(3) Remediation planning, implementation, monitoring, and reporting
(4) Environmental contamination sampling and analysis
(5) Petroleum storage tank site closure
(6) Brownfield guidance
(7) Environmental project feasibility studies
(8) Miscellaneous environmental projects as needed

SECTION 3 – COUNTY OBLIGATIONS

The County shall make available to the Consultant any existing data available in the County's files pertaining to the work to be performed under this Contract, including; reports, studies, financial information, and other required existing data that are available in the files of the County and that may reasonably be required by the Consultant for the completion of the required services.

The County shall review the deliverables and other materials submitted by the Consultant and provide direction to the Consultant as specified in the Task Order. The County shall designate one County staff member to act as Project Manager.

Should the County choose to exercise its option to extend this Contract beyond the initial three (3) year

period, which it may so elect on no more than two (2) occasions in increments of one (1) year, the County shall do so through a **Written Notification of Contract Renewal** (**Exhibit C**) executed by the Director.

The County shall reimburse the Consultant for required services timely submitted, approved and accepted by the County in accordance with the provision of this Contract and amendments hereto.

SECTION 4 – CONSULTANT RESPONSIBILITIES

Upon receipt of the Notice to Proceed, Consultant agrees to perform professional services associated with the requested work in accordance with (1) the negotiated terms of the applicable Task Order, and (2) current accepted professional standards and practices, and (3) this Contract. The Consultant warrants the adequacy of the final plans, reports, and/or assessments provided under this Contract and resulting Task Order(s), and agrees to correct any errors and omissions, at no additional cost to the County, which may be required because such plans, reports, and/or assessments were found defective. This remedy shall be cumulative to all other remedies available under law.

In connection with professional services to be rendered pursuant to this Contract, the Consultant further agrees to

(a) make no claims for damages or loss of profits due to the amount of work assigned under this Contract,
(b) Utilize the approved project team per Section 14.
(c) maintain an adequate staff of qualified personnel to complete any assigned Task Order(s),
(d) notify the County of any proposed project team personnel changes during the course of the Contract, and provide qualifications of the new personnel assigned to the project team to the County for written approval,
(e) ensure that designs/assessments/reports meet all current federal, state and local regulations, requirements, permits, laws or ordinances, and current industry standards in effect and applicable to the project at the time a Task Order is assigned,
(f) acknowledge the critical nature of proper planning and coordination of utility impacts, right-of-way and easement impacts, field data collection, risk assessment and remediation, and permitting requirements, and to address these issues in each Task Order that the Consultant prepares,
(g) cooperate fully with the County in the scheduling and coordination of all phases of the work,
(h) cooperate and coordinate with other County consultants, as directed by the County,
(i) provide the County with progress reports of the status of the work in an approved format and at the specified frequency stated in the Task Order. (See **Exhibit D** for approved formats.)
(j) hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time,
(k) submit for County review design or assessment computations, sketches and other data representative of the work's progress at the percentage stages of completion or milestones which may be specified in the applicable Task Order,
(l) submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review, and acknowledge that County approval, or the lack thereof, regarding the Consultant's plans, design or assessments shall not be deemed to diminish the Consultant's warranty set forth in this Contract,
(m) confer with the County during the further development and implementation of assessments or remediation improvements for which the Consultant has provided design or other services,
(n) interpret plans and other documents at no additional cost during the term of this Contract or the applicant's task order, whichever is longer, and correct errors and omissions, and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost,
(o) conduct and complete, prior to final approval of the work by the County, a preliminary check of any documents through any review committee, third party consultant, or any county, city, state or federal agency from which a permit or other approval is required, and acknowledge that any

approval or lack thereof obtained from the County or any other agency shall not be deemed to diminish or discharge the Consultant from the warranties imposed by this Contract,

(p) sign and seal all final plans, documents, surveys, maps, and legal descriptions prepared by Consultant per requirements of the laws, rules, and regulations of any governmental entity having authority over the work, and deliver them to the County after completion of the Task Order, and

(q) provide digital files in the approved County format (see **Exhibit D**) of any plans, specifications, models, studies, maps, reports or other deliverable documents.

SECTION 5 – TIME OF COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Notice to Proceed from the County, subsequent to the execution of the Contract, and shall be completed within the time stated in the Task Order. Consultant acknowledges that time is of the essence under this Contract.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract.

Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of force majeure circumstances – including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion – the Consultant shall notify the County of such force majeure circumstances in writing within ten (10) calendar days after commencement of such delay stating the cause or causes thereof, or Consultant shall waive any right the Consultant may have had to request an extension to the Task Order. Such extensions of time as stated in the Task Order shall be the sole remedy of the Consultant for such delays, and the Consultant will not be entitled to any damages or any claim for extra compensation.

SECTION 6 – TIME OF COMPLETION

The County shall have the sole right to determine the order and commencement of units or sections of the work. If the Consultant maintains that a Task Order or subsequent revision requires a change in schedule, a proposed revised schedule shall be, within ten (10) days, submitted in writing for County review, and commencement of any such schedule revision is contingent on the County's approval. Consultant waives any right to make a claim based upon a revision if such notice is not provided.

SECTION 7 – COMPENSATION

The County agrees to pay and the Consultant agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Task Order:

(1) Fixed Fee – The normal method of compensation by the County, unless specifically designated otherwise in the Task Order, shall be a fixed fee for each milestone deliverable specified in the Task Order. No payment shall be made for partially completed milestones. The fixed fee for each milestone deliverable shall be negotiated with the County and shall be computed on the basis of the attached Billing Rate Schedule (see **EXHIBIT F**) plus an allowance for reimbursable expenses, if approved by the County.

(2) Hourly Rate – The Consultant shall be compensated at the attached Billing Rate Schedule (see **EXHIBIT F**) for each hour engaged directly in the work, not to exceed a fixed maximum established for each milestone.

(3) Reimbursable Expenses – The Consultant shall be compensated for certain work-related expenditures not covered by fees for engineering services, direct reimbursable costs such as

permit fees, specialized pre-approved sub-contracted services and use of specialized equipment, if approved. Consultant shall be paid after Consultant provides an invoice for such services directly from the provider. Only specialized contracted services such as a sub-consultant for surveying or additional engineering/assessment or remediation/field work shall include a multiplier rate to be negotiated in accordance with County policies. No other direct reimbursable expenses shall include the multiplier rate. Expenditures shall be previously authorized by the County in an approved Task Order. Upon receipt of satisfactory supporting documentation, the Consultant will be compensated for such reimbursable expenses. Such expenses may include:

a. Expenses for document reproduction or other incidental expenses. These expenses shall be reimbursed on a direct cost basis.
b. Expenses for travel, transportation and subsistence outside the County limits when required under the approved Task Order for products specifically related to the Task Order, on a direct cost basis or as allowed by law. Travel reimbursement shall be submitted using the State of Florida approved form

Consultant shall not exceed the amount of any task without the prior written approval of the County in the form of an executed Change Order. A lack of planning or schedule control on the part of the Consultant will not be considered as basis for revising the fee proposal.

County and Consultant will negotiate each Task Order Scope of Work prior to the beginning of work. Consultant and County will agree to the hours necessary to complete the Task by position and phase of work, the actual billing rate of employees performing the work, other additional costs as agreed to by the County, and a design schedule. A list of deliverables shall also be provided. The actual billing rates shall not exceed the billing rates contained in **Exhibit F**. Should the Consultant and County be unable to agree to a reasonable Task Order fee, the County will terminate negotiations with that Consultant and attempt to obtain another Consultant's services.

If the Consultant changes personnel assigned to the Task Order during the course of the project, the County reserves the right to adjust the negotiated rate if the County determines that a lesser qualified professional is assigned to the Task Order. No increases due to changes in personnel will be allowed. Annually, ninety (90) days prior to the anniversary of the Contract, the Consultant shall submit their updated hourly billing rate schedule to the County for inclusion in the Contract. The new direct salaries will only apply to Task Orders executed after the anniversary date and not to existing Task Orders. Increases in the hourly billing rates are limited to three (3%) percent annually.

SECTION 8 – PAYMENT, PARTIAL PAYMENTS, AND RESOLUTION OF DISPUTES

For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq.

The County shall make payments to the Consultant for all milestones completed and deliverables submitted under the authorized work, and to the satisfaction of the County, to the date of the statement.

(1) The Consultant shall submit signed invoices as instructed by the County's Project Manager.
(2) The amount of each invoice submitted shall be the amount due for all eligible services performed to date in connection with authorized work, as certified by the Consultant. Each invoice shall include any authorized work performed during the invoice date of service, must reference the particular Task Order name and number, and must include the invoice date, invoice number, and a list of the itemized charges. The invoice shall be accompanied by copies of invoices for reimbursable expenses.
(3) Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item, and the personnel as identified in **Exhibit F**. Copies of all invoices paid by the Consultant for expenses shall be included with the Consultant's invoice.
(4) The Consultant's invoice shall be submitted along with the progress report for that billing period.

(5) County's Project Manager shall review the statement and notify the Consultant in writing within ten (10) days from receipt of the invoice if any amounts requested are disputed or lack adequate support or documentation. County shall indicate in writing what corrective action is needed and the time by which a corrected invoice should be received by the County.
(6) In the event a dispute occurs between the Consultant and the County concerning payment request or an invoice, such disagreement shall be resolved by a Dispute Committee consisting of representatives of the Natural Resources Management Department, Purchasing Services and the County Attorney.
(7) Proceedings to resolve any disputed invoice shall commence no later than forty-five (45) days after the date on which a payment request or proper invoice was received by the County and shall follow requirements of Florida Statutes 218.70 – 218.79. Final decision by the County shall be concluded no later than sixty (60) days after the date on which the payment request or proper invoice was received by the County.
(8) If the dispute is resolved in favor of the County, then interest charges shall begin to accrue fifteen (15) days after the County's final decision. If the dispute is resolved in favor of the Consultant, the interest shall begin to accrue as of the original date the payment became due.
(9) No later than thirty (30) days from acceptance by Project Manager of all the work or services covered by the submitted invoice, the County shall pay the Consultant the amount due for any undisputed work.
(10) The County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this Contract.
(11) Payment of the Final Invoice shall not constitute evidence of County's acceptance of work.
(12) Final invoice shall be clearly marked as such in bold letters. The Final invoice shall include a report of all the payments made to the Consultant and each Sub-contractor under the Task Order up to date and the amount for the final invoice.
(13) Where termination of a Task Order is a termination for convenience and not for cause any reasonable and unavoidable costs incurred due to such termination (such as cancelling orders for equipment, materials or services) such payment shall be borne by the County.

SECTION 9 – CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the Contract any fee, commission, percentage, brokerage or contingent fee, gift or any other consideration, contingent upon, or resulting from award or making of this Contract. For any breach or violation of this provision, the County shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 10 – DEFAULT

In the event the Consultant fails to comply with the provisions of this Contract, the County may declare the Consultant in default by written notification. Upon receipt of notification, Consultant will be provided ten (10) days in which to cure. In the event that the Consultant is unable to cure and partial payment has been made for professional services not completed or defectively performed, the Consultant shall return any sums due to the County as a result of Consultant's default within ten (10) days after notice and demand that said sums are due. The Consultant shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other Consultant retained by the County to finish the work to the extent that the County does not incur additional costs over those set forth in the Consultant's canceled Task Order.

SECTION 11 – RIGHT OF APPEAL

All services shall be performed by the Consultant to current reasonable professional standards and practices and to the reasonable requirements of the County. The County shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Consultant does not concur with the decisions of the County, within ten (10) days after determination by the County, the Consultant shall present any such objections in writing to the County and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Purchasing Department, County Manager's Office and another County representative designated by the County Manager for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Consultant goes through the appeal process established in this Contract and provided further that the Consultant strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION 12 – SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this Contract shall be construed as giving any rights or benefits to any person, party, or entity other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to this Contract will be the sole and exclusive benefit of the County and the Consultant, and not for the benefit of any other party.

SECTION 13 – TERMINATION/MODIFICATION OF CONTRACT

In the event the Consultant violates the provisions of this Contract, or otherwise fails to comply with any provisions of this Contract or if the progress or quality of the work is unsatisfactory, Director or designee may serve written notice to Consultant and if Consultant fails within a period of ten (10) calendar days to correct such failure, County may terminate this Contract upon thirty (30) days written notice to Consultant. Upon termination, Consultant shall immediately cease performance of this Contract and shall deliver to County all completed or partially completed work including but not limited to all original papers, records, drawings, models, and other materials set forth and described in this Contract, within thirty (30) calendar days of the termination date established in the written Notice.

The Consultant may terminate this Contract for any reason upon thirty (30) days written notice, provided that any outstanding approved Task Order is completed by the Consultant.

In the event of termination by the County, the County's sole obligation to the Consultant shall be payment for those portions of satisfactorily and completely performed work previously authorized by approved Task Order shall be determined on the basis of the work performed by the Consultant, or the percentage of work complete as estimated by the Consultant and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

In the event of any form of claim, dispute, or controversy by or between the parties to this Contract, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly

agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in Brevard County.

The terms of this Contract may be modified upon the mutual agreement of the Consultant and the County as confirmed in writing.

In the event that the Consultant changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the principals or project managers of the Consultant, the County reserves the right to terminate this Contract subject to the terms prescribed above.

In the event of termination of this Contract the Consultant agrees to surrender any and all documents prepared by the Consultant for the County in connection with this Contract, of which, the County shall have full ownership thereof, Consultant may retain copies of such documents for record purposes.

SECTION 14 – PROFESSIONAL STAFF, LICENSING AND SUBCONTRACTING

Consultant was selected in part because on the basis of staff employed by the Consultant as identified in the Request for Qualifications (RFQ) submittal provided by the Consultant. The Consultant agrees that the persons identified in said document shall not be removed for the project without prior written approval by the County.

Consultant shall notify County in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to the changes. Any such request shall be supported by comprehensive documents outlining the reason(s) for the proposed substitution and include the specific qualifications of the proposed substitute. County has the right to reject proposed changes in key personnel. Further, County, in lieu of approving a substitution, may initiate other actions under the Contract, including termination.

Consultant shall at all times during the term of this Contract at its own cost and expense, maintain such licenses as are required for the performance of work referenced herein by this Contract.

Consultant shall maintain an adequate and competent staff of professional engineers and/or architects licensed within the State of Florida.

The Consultant shall not sub-contract, assign, or transfer any work under this Contract without the prior written approval of the County. When applicable, the Consultant shall cause the names of any sub-contracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Such written consent includes the approval of a Task Order issued by the County provided the fee proposal for that Task Order indicates the use of such Sub-contractor.

Approval by County of any Sub-contractor for any work shall not relieve Consultant of any responsibility for, or liability in connection with, fulfillment of its obligations under this Contract.

SECTION 15 – OWNERSHIP OF DOCUMENTS

All documents, including but not limited to detailed reports, tracing, disks, plans, models, programs, specifications, maps, contract documents, record documents, original field survey, data notes, and other tangible work products developed by the Consultant pursuant to this Contract and any assigned Task Orders, shall be delivered to and shall become the property of the County without restrictions or limitations upon their use or distribution and shall be made available by the Consultant at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

The Consultant shall not be liable for any damages, injury or costs associated with the County use or distribution of these documents for purposes other than those originally intended by the Consultant.

The Consultant may not reuse data or work products developed by the Consultant for the County without express written permission of the County.

Any plans which the Consultant provides under this Contract shall contain a statement that they are subject to reuse restrictions in accordance with the provisions of Florida Statutes 287.055.

SECTION 16 – QUALITY CONTROL

The Consultant warrants a high level of quality control and accuracy.

The Consultant shall perform all services with the standard of care and skill ordinarily performed by like professionals performing similar work.

Consultant shall provide the County one copy of the Consultant's QA/QC program for any and all specific Task Orders prior to commencement of any work or issuance of any work. The QA/QC program shall be effective until termination of this Contract and shall address any work by a sub-contractor. The Consultant shall be responsible to submit to the County any updates or revisions to the QA/QC program.

With each major milestone submittal, the Consultant shall submit a written statement signed by the Consultant Project Manager and Principal or the QA/QC officer specified on the Consultant's RFQ submittal, that the work being submitted was prepared in accordance with the Consultant's QA/QC program.

When necessary, the County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected or data analysis is found to be accurate and reasonable, the Consultant shall be compensated for the additional work in accordance with **Section 7** or **Section 8** of this Contract.

The Consultant acknowledges that the County will periodically and upon completion of each Task Order, evaluate the Consultant's QA/QC program and the Consultant's performance, and that **Consultant Evaluation Forms** (see **Exhibit E**) will be used by the County as appropriate, per Brevard County Administrative Orders AO-35 and AO-45, incorporated herein by this reference, in determining the Consultant's qualifications for future assignments of Task Orders or future Contracts with the County. Copies of AO-35 and AO-45 are available on request.

SECTION 17 – NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract and the County may employ other engineers, professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest.

The County reserves the right to assign such work to the Consultant as it may approve in the sole discretion of the County.

SECTION 18 – TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the Consultant agrees to execute a **Truth-In-Negotiation Certificate and Affidavit** (see **EXHIBIT B**) stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting; and agrees the original Contract price and any additions may be adjusted to exclude any significant sums by which the County determines that price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of the Contract.

SECTION 19 – DISADVANTAGE BUSINESS ENTERPRISES/EQUAL OPPORTUNITY EMPLOYMENT

The Consultant shall endeavor to meet the minority business enterprise procurement goal set forth in F.S. 287.042.

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, age religion, ancestry, handicap, marital status or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard of race, color, sex, age religion, ancestry, handicap, marital status or national origin.

SECTION 20 – INTEREST OF COMMISSIONERS AND OTHERS

No officers, members, or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 21 – INTEREST OF CONSULTANT

The Consultant covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

SECTION 22 – ENTIRETY OF CONTRACT

This writing, together with Task Orders and signed Notices to Proceed that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other Contracts and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to services whether written or oral.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing,

signed by both parties hereto as an addendum to this Contract, or as specifically prescribed in a Task Order.

This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

EXHIBIT B

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

Before me, the undersigned authority, personally appeared Affiant, who being first duly sworn, deposes and says:

(1) That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a Contract for professional services with the Board of County Commissioners of Brevard County, Florida.

(2) That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into a Contract with the Board of County Commissioners of Brevard County, Florida to provide professional services for a project known as the Continuing Consultant.

(3) That the undersigned firm has furnished the Board of County Commissioners of Brevard County, Florida a detailed analysis of the cost of the professional services required for the project.

(4) That the wage rate information and other factual unit costs which the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the Board of County Commissions entered into the Contract for professional services on the project.

(5) That the Contract which the undersigned firm and Brevard County entered into on this job contained a provision that the original Contract price and any additions thereto shall be adjusted to include any significant sums by which the Board of County Commissioners determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such Contract adjustments shall be made within one year following the end of the Contract.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____

Title: James Langenbach / Sr. Principal / Vice President

STATE OF FLORIDA
County of Brevard

The foregoing instrument was acknowledged before me by James Langenbach who has produced identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this

14th day of OCTOBER, 2019.

(SEAL)

PAMELA ANNE GALLAGHER
Notary Public - State of Florida
Commission # GG 282805
My Comm. Expires Oct 28, 2022
Bonded through National Notary Assn.

Pamela Anne Gallagher
Signature

Pamela Anne Gallagher
Notary Name (typed or printed)

EXHIBIT C

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to _____ by the Board of County Commissioners of Brevard County, Florida, this _____ day of _____, 20___, that the Contract previously entered into by and between _____ and the Board of County Commissioners of Brevard County, Florida, under Contract No._____, dated the ____ day of _____, 20___, shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of one year, until the ___, day of _____, 20___, under the same terms and conditions otherwise expressed therein.

The original Contract provided for renewal of the Contract no more than twice)for a period of one (1) years for each renewal. This is the (first/second) renewal.

EXECUTED ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY FLORIDA

By: _____
(Name), Director
Natural Resources Management Department

_____, 20___

Authorized Signature:

By: _____
(Name and Title)

_____, 20___

EXHIBIT D

DELIVERABLE FORMATS

Approved Hard Copy Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	8.5"x11", 8.5"x14", and/or 11"x17"
Signed & Sealed Plans and Reports	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"
Hydrologic Models*	8.5"x11", 8.5"x14", and/or 11"x17"
Plans, Maps, and GIS Maps & Models	11"x17" and/or 24"x36"
Photographs, raster images, etc.	8.5"x11", 8.5"x14", 11"x17", and/or 24"x36"

* A hard copy of all input data as well as relevant output data shall be included in final submittals.

Approved Digital Formats for Deliverables

Deliverable	Acceptable Formats
Spreadsheets, Databases, & Misc. Documents	Standard Microsoft© Office**
Signed & Sealed Plans and Reports	PDF**
Reports	Searchable PDF**
Plans and Maps	Base Version AutoCad© (layers shall be named in a representative fashion, not numbered).
GIS Maps & Models	Shapefiles and/or standard ESRI© format.
Photographs, raster images, etc.	TIFF, JPEG at not less than 400 dpi at the planned print size unless the original is at a lower resolution. Exception: Photographs embedded in reports may be at 300 dpi**
Scanned Documents and Images	PDF or TIFF – not less than 400 dpi and in color unless original is black and white**

* Alternative modeling formats may be approved on a case-by-case basis if sufficient cause can be shown for modification of the County standard. However, the burden shall be on the Consultant to show that the benefit outweighs the cost of not using a model which may be combined with other County models.

** All documents provided in digital format must comply with Sec 508 of the Rehabilitation Act and Sec 255 of the Communication Act.

Additional Requirements:

(1) All files must be unlocked and without password requirements.
(2) All linked document, shape files, raster images, drawings, databases, etc. shall accompany the deliverables.
(3) All supporting plans, maps, models, and spreadsheets, shall be included in the deliverables submitted to the County.
(4) All linked and supporting documentation shall meet the same deliverable requirements as the primary deliverable.
(5) In the event program extensions are utilized to produce the major deliverable, those program extensions shall be provided to the County.
(6) Elevations shall be in the NAVD '88 datum.
(7) Horizontal coordinates shall be NAD '83.

EXHIBIT E

CONSULTANT EVALUATION FORMS

POST PROJECT CONSULTANT EVALUATION
DESIGN/ASSESSMENT PHASE (I)

This evaluation form shall be utilized as a performance evaluation (Project Design/Assessment Phase) for an architect, engineer, consultant, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days), key people from the County's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the consultant and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The County must be open to allowing the consultant to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the consultant must accept responsibility if the services provided fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the County.
5. A copy is given to the consultant, a copy is placed in the County's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Consultant _____

Project Name _____ Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	Did the Consultant meet or exceed major desired schedule milestones in the Contract?	1	2	3	4
2	Did the Consultant design/assessment provided had a realistic budget and was the budget met?	1	2	3	4
3	How would you rate the overall performance of the Consultant in regard to the Design/Assessment Phase (includes Project Design Development, Assessment Documents), and the interface and understanding of the customer's requirements and project goals and objectives?	1	2	3	4
4	Were staff requests/changes/comments/direction, expeditiously followed and adequately addressed?	1	2	3	4
5	What was your general impression as to the quality of the drawings & specifications, reports/assessments, if applicable? (Include errors & omissions, details, completeness, clarity of conclusions and recommendations.)	1	2	3	4
6	What is your general impression as to the talent of this firm and its consultants? What is your impression of the documentation prepared by the firm?	1	2	3	4
8	What is your general overall impression of the Consultants ability to perform on similar projects that have a tight budget and tight schedule?	1	2	3	4
9	Would you hire this firm again or recommend this firm to others?	1	2	3	4

#	Criteria	Excellent	Good	Fair	Poor
10	Did the Consultant assign the people to your project who were named in the project team?	1	2	3	4

COMMENTS:

_____

_____

_____

_____

_____

_____

Project Manager Signature: _____ Date: _____

Department/Office Director Signature _____ Date: _____

POST PROJECT CONSULTANT EVALUATION
CONSTRUCTION PHASE (II)

This evaluation form shall be utilized as a performance evaluation (Construction Phase) for an architect, engineer, or surveyor acquired through the Competitive Consultants Negotiations Act, Florida Statutes 287.055.

1. Immediately after a project Phase is completed (no later than 30 days) key people from the Owner's staff independently complete this evaluation form, then meet to discuss and reach a consensus on a composite evaluation.
2. When a consensus is achieved, a copy of the evaluation is sent to the consultant and a meeting scheduled with him, if needed, to discuss the various points of the evaluation.
3. This discussion must be candid and without rancor. The Owner must be open to allowing the consultant to explain extenuating circumstances which may have contributed to any apparent poor showing. Similarly, the consultant must accept responsibility if his services fell short in any areas.
4. Subject to any changes, the evaluation form is signed in the space provided for the Owner.
5. A copy is given to the consultant, a copy is placed in the Owner's project file, and a copy is forwarded to the Purchasing Services office for corporate retention.

Name of Consultant _____

Project Name _____ Project # _____

Project Location _____

#	Criteria	Excellent	Good	Fair	Poor
1	How would you rate the overall performance of the Consultant in regard to Bidding and overall Construction Administration Phase?	1	2	3	4
2	Were you satisfied with field observation and inspections provided by the Consultant? Were field problems identified and handled expeditiously?	1	2	3	4
3	Was there any evidence of material substitutions beyond those called for in the specifications? If an "approved equal" was accepted, was a credit passed on to the Owner?	1	2	3	4
4	What was your general impression as to the quality of the drawings & specifications, if applicable? Include errors & omissions, drawing detail clarity and specification clarity.	1	2	3	4
5	Were shop drawings reviewed expeditiously and completely? Any problems or commendations you can cite?	1	2	3	4
6	Now that you have had some experience with the project, does its operation and use meet your original expectations before it was designed and constructed? What do you like about the project? What would you change if you could?	1	2	3	4
8	What is your general overall impression of the Consultants ability to perform on major programs that have a tight budget and tight schedule?	1	2	3	4

COMMENTS:

_____

_____

_____

_____

_____

_____

Project Manager Signature: _____ Date: _____

Department/Office Director Signature _____ Date: _____

CONTRACTOR'S PERFORMANCE EVALUATION

Date of Evaluation: _____

Company Name:	**Project Name:**
Address:	**Location:**
Telephone No:	
Facsimile No:	**Project Architect:**

Project Manager:	**Original Contract Amount:**
Project Supt:	**Change Order Amount:**
Original Contract Duration:	**Final Contract Amount:**
Final Contract Duration:	
Contractual Date of Substantial Completion:	
Actual Date of Substantial Completion:	
Contractual Date of Final Completion:	
Actual Date of Final Completion:	
Scope of Work: (systems, structure, square footage, etc.)	

5=Excellent 4=Good 3=Average 2=Below Avg 1=Unacceptable

Criteria	5	4	3	2	1
Substantial Completion - Ahead/Behind Schedule ± _____ (calendar days)					
Final Completion - Ahead/Behind Schedule ± _____ (calendar days)					
As-Built Documents: a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Owner/Maintenance Manuals: a) Quality					
b) Timeliness in relationship to Substantial Completion ± _____ (calendar days)					
Punch List: Timeliness of Substantial Completion ± _____ (calendar days)					
Quality of Work (based upon deficiencies during construction & punch list)					
Change Orders: a) Timeliness of Pricing					
b) Timeliness of Execution					

Criteria	5	4	3	2	1
c) Quality/Detail of Pricing					
d) Claims (Quantity)					
Payments: a) Timeliness of Submission					
b) Invoicing/Waiver Processing					
c) Payments to Suppliers (partial Release of Liens)					
d) Payment Claims from Suppliers (final Release of Liens)					
Conformance to Plans and Specifications					
Conformance to Plans and Specifications					
Project Supervision					
Housekeeping					
Safety					
Code Compliance (red tags)					
Timeliness of Correspondence and Response to Notice					

Special Problems and/or Comments:
Would you recommend using this Company again? If no, why?

Name & Title of person performing this Evaluation:

_____ Name

_____ Title

Signature of person performing this Evaluation:

Department/Division Director's Signature:

EXHIBIT F

BILLING RATE SCHEDULE

The Contractor and the County agree to the Billing Rate Schedule below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a Task Order issued the County to the Contractor. The parties agree that fees and rates shall not exceed those listed below. Any travel by the Contractor for the purposes of this Contract requires prior written approval from the County and will be paid, on a reimbursement basis, in accordance with Brevard County Administrative Order AO-21, incorporated herein by this reference. A copy of AO-21 is available on request.

The maximum hourly rate the Contractor may charge is as follows:

Position/Title (Grouped by Categories)	**Hourly Rate**
Science and Engineering Disciplines	
Principle Scientist / Engineer	$235.00
Associate Staff Scientist / Engineer	$160.00
Senior Staff Scientist / Engineer	$135.00
Staff Scientist / Engineer	$119.00
Support Services	
Senior Technician	$77.00
Technician	$66.00
GIS Specialist	$110.00
AutoCAD / Graphics Specialist	$100.00
Clerical / Administrative Support	$65.00
Field Operations	
Senior Field Manager	$118.00
Field Manager	$110.00
Field Supervisor	$95.00
Field Technician	$85.00

City of Cocoa Budget Adjustment Form FY 2022 - 22-035-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 12/17/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	001-1600-513.39-00		Contingency	$ 219,946	$ 219,946	$ 169,946	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-3200-515.34-00		Contract Services	$ 19,971	$ 19,971	$ 69,971	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Floodplain management professional services for various subdivisions within the City. This item was not budgeted as the former Building Official performed those services. Floodplain services are required for subdivisions within the City. This BAF will cover the costs of the current proposal for services and any additional services throughout the remainder of FY2022.
Agenda number 22-2 (January 11, 2022 Council)

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* 01/11/22 | *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/17/21	Heidi Byron — Digitally signed by Heidi Byron Date: 2021.12.17 09:56:38 -05'00'	12/22/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.12.22 09:53:41 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/17/21	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2021.12.17 10:13:24 -05'00'	12/29/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.12.29 09:15:48 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	22-22	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/22/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve the FY 2021-2022 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $443,626.61 and approve a Resolution Amending the FY2022 Budget, BAF#22-036-A. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HOME Disbursement Agreement FY 21-22.pdf Budget Resolution FY 2022- ADA Compliant.docx BAF 22-036-A-CS-HOME Carryforward Reduction (1-11-22) Agenda 22-22.pdf BAF 22-036-A-Tracking Sheet.pdf BAF 22-036-A-CS-HOME Carryforward Reduction (1-11-22) Agenda 22-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2021
Agenda Date: January 11, 2022
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Approve the FY 2021-2022 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $443,626.61 and approve a Resolution Amending the FY2022 Budget, BAF#22-036-A.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
3) Rental units built before 1950 occupied by poor households.

4) Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost.
5) Number of families at or below poverty level.
6) Population of a jurisdiction multiplied by a net per capita income (pci).

Brevard County is responsible for the administration and compliance of regulations which govern these funds, as lead entity for the HOME Consortium. The Brevard County HOME Consortium shall receive $2,096.17. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and each of the four (4) cities is executed to ensure funds are administered in accordance with HOME regulations and allows Brevard County to reimburse the City for any funds expended during the fiscal year. The City's allocation is approximately 6.70% percent of the total HOME allocation the County receives.

Staff recommends Council approve the FY 2021-2022 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $443,626.61 as follows:

FY 2021-2022 Allocation	$79,466.77
Carry Forward Balance	$268,157.11
*Program Income	$96,002.73
Total Contract Amount	**$443,626.61**

Approval of the Disbursement Agreement allows for a true-up of the FY22 Adopted HOME Budget. BAF #22-036-A trues up the FY22 budget to align with the costs included in the Action Plan in the Agreement and the total HOME budget for FY22.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes/Partially

BAF#22-036-A

The cost of this program is budgeted in 104-3240-554.83-00 Other Grants and Aids. The attached Budget Amendment is to update the Budget to accurately reflect the cost of the program. Personnel costs are budgeted within the appropriate payroll lines in the amount of $6,060.13 (7.43% of the allocation).

Account Name Cash Carry Forward
Account Number 104-0000-389.99-10
Amount ($32,658)

Account Name Other Grants and Aids

Account Number 104-3240-554.83-00
Amount ($32,658)

Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:
Approve the FY 2021-2022 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $443,626.61 and approve a Resolution amending the FY2022 budget.

2021-2022 HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT CONTRACT

BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS CONTRACT entered into this _____ day of _____ with an effective date of October 1, 2021 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Cocoa, the City of Melbourne, the City of Titusville, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Cocoa; and

WHEREAS, this Contract is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS:

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.

F. "HUD" means the United States Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the United States Department of Housing and Urban Development's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to the Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization, which is directly generated from the use of HOME Program funds and matching contributions.

L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME Program regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME Program funds for Fiscal Year 2021-2022 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: Community Housing Development Organization, First Time Homebuyer Program and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF CONTRACT: This Contract shall commence on October 1, 2021 and terminate on September 30, 2022, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $443,626.61 ($79,466.77 comprising of the current year's allocation, and $364,159.84 carry-forward funds. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income). The parties recognize and agree that the funds shall be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2024. Unless otherwise authorized by the Consortium, funds which remain un-encumbered shall be subject to Section XIV.

SECTION VI. PROGRAM INCOME:

A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.

B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit G).

C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.

D. If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Contract, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Contract under the HOME Program regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY: The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the County's Affirmative Marketing Policy attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

A. No employee, officer, agent of the City, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by the HOME Program if a Conflict of Interest, either real or apparent, would be involved;

B. The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

C. Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program reimbursement & draw request (Exhibit F) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program reimbursement draw request (Exhibit F). HOME Program draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2022.

SECTION XIII. REIMBURSEMENT:

A. This Contract and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

1. Only Approved Activities, which have been set up in accordance with HUD established procedures, shall be reimbursed by the County.

2. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Contract.

3. The City shall submit to the County during the performance hereof the following:

   a. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
   b. This information shall be submitted in a format which meets the County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Form* attached as Exhibit F.

4. Upon receipt of the above enumerated acceptable documentation, County shall initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Contract, the HOME Administrator

shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

5. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

6. Pursuant to Section 218.74, Florida Statutes, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the Housing and Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of this Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2022. Payment requests submitted later than October 10, 2022 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME Program activities.

SECTION XIV. RECAPTURE: In the event of noncompliance of this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. **Project Set-Up Report:** The City shall initiate each proposed HOME Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall be retained by the City and a copy submitted to the County with the initial reimbursement request.

B. **Reimbursement/Expenditure Report:** The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Contract.

C. **Quarterly Progress Report:** The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2022.

D. **Project Completion Report:** At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days

of the final draw down request for the project. The Completion Report shall be retained by the City and a copy may be submitted to the County with the final reimbursement request.

E. **Substantial Amendments:** The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United Stated Department of Housing and Urban Development.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Contract shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United Stated Department of Housing and Urban Development approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Contract without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION):

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

1. The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

a. Improper use of HOME Program funds;

b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);

c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;

d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and

e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: The City, to the extent allowed by law, shall at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: The City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to

cover the activities performed under this Contract, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the funding provided by HOME Program funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Contract may be amended through completion of an Amendment to Disbursement Contract form. The City shall be required to handle any amendment/adjustment according to their City policies, but shall acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this Contract shall be sent, by U.S. mail, as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
Stockton Whitten
City Manager
65 Stone Street
Cocoa, Florida 32922

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
Frank Abbate, County Manager
(As approved by the Board on, _____).

Reviewed for legal form and content:

Robin Rogers 12/21/2021
Robin Rogers, Assistant County Attorney

CITY OF COCOA

_____
Michael C. Blake, Mayor
(As approved by the Council on _____,2021.)

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of_____ physical presence or _____ online notarization, Michael C. Blake, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

_____
Notary Public - State of Florida

_____
My Commission Expires

Reviewed for legal form and content:

_____
Anthony A. Garganese, City Attorney

EXHIBIT A
AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME Program buyer projects containing five or more HOME Program assisted units shall comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.

2. Owner's advertising vacant units shall include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.

4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.

5. The participating entity shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall include:

a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);

b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and

c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.

6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B
BUDGET Fiscal Year 2021-2022

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	TOTAL
Program Administration	$6,060.13	$9,910.12	$15,970.25
Community Housing Development Organization	$12,234.44	$113,742.38	$125,976.82
First Time Homebuyer	$61,172.20	$240,507.34	$301,679.54
Total HOME Funded Projects	$79,466.77	$364,159.84	$443,626.61

This Budget includes the City of Cocoa's Fiscal Year 21/22 HOME Program allocation of $79,466.77, $268,157.11 carry-forward funds and $96,002.73 program income (included in the carry-forward amount for First Time Homebuyer Program) as of September 30, 2021. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income, for a total of $443,626.61.

EXHIBIT C
ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$15,970.25	$3,992.56	$3,992.56	$3,992.56	$3,992.57	$0
Community Housing Development Organization Set- Aside	$125,976.82	$0	$41,992.27	$41,992.27	$41,992.28	$0
First Time Homebuyer	$301,679.54	$0	$100,559.84	$100,559.84	$100,559.86	$0

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D
EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1nd Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	15,970.25	3992.56	3,992.56	3,992.56	3,992.57	$0
Community Housing Development Organization Set- Aside	125,976.82	$0	41,992.27	41,992.27	41,992.28	$0
First Time Homebuyer	301,679.54	$0	100,559.84	100,559.84	100,559.86	$0

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E
QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____
Date Submitted: _____

A. **Project Information:**

Agency: City of Cocoa

Person Preparing the Report: _____

B. **Project Cost**

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. **Program Income (Attach your current program income log).**

Program Income/Recapture: _____
Source of Program Income/Recapture: _____

D. **Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):**

_____

_____

E. **Please specify total number of persons or households (as applicable) assisted/served this quarter.**

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME PROGRAM REIMBURSEMENT & DRAW REQUEST

City of Cocoa

Date: _____

Request #: _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Administrative Expenses:

Activity Year	Activity Number	Activity Description	Activity Address	Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Total Amount Expended	Program Income Used	Reimbursement Due from The County	Final Draw Y/N	Comments

Please provide a copy of the signed contract for each new subrecipient agreement.

_____

Signature/Date

EXHIBIT G
PROGRAM INCOME LOG

Period Covered: _____

Agency Name: _____

Balance Forward: _____

Date Received	Date Deposited	Amount Received	Amount Used	Amount Available

_____ _____

Signature **Date**

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BAF 22-036-A
Prepared 1/05/2022

Adjustment Amount	Account Number	Description	Account Name
Revenue			
(81,563)	104-0000-331.54-00	Correcting Grant Allocation	Federal Grants -Economic Environment
(148,938)	104-0000-331.54-00	Correcting Grant Allocation	Federal Grants -Economic Environment
(244,783)	104-0000-389.99-10	Correcting Grant Allocation	Cash Carry Forward
(1,000)	104-0000-389.99-10	Correcting Grant Allocation	Cash Carry Forward
79,466	104-0000-331.54-00	Economic Grant - FY21-22 Grant Allocation	Federal Grants -Economic Environment
9,910.12	104-0000-389.99-10	Program Admin Carryforward	Cash Carry Forward
113,742.38	104-0000-389.99-10	CHDO Carryforward	Cash Carry Forward
240,507.34	104-0000-389.99-10	First Time Home Buyer Carry forward	Cash Carry Forward
(32,658)	**Total**		
Expense			
(5,532)	104-3240-554.12-00	Correcting Grant Allocation for HPC	REGULAR SALARIES & WAGES
(453)	104-3240-554.21-00	Correcting Grant Allocation for HPC	FICA TAXES
(598)	104-3240-554.22-00	Correcting Grant Allocation for HPC	RETIREMENT CONTRIBUTIONS
(23)	104-3240-554.23-00	Correcting Grant Allocation for HPC	INSURANCES
150	104-3240-554.23-04	Correcting Grant Allocation for HPC	MEDICAL
(34)	104-3240-554.23-07	Correcting Grant Allocation for HPC	DENTAL INSURANCE
(9)	104-3240-554.23-08	Correcting Grant Allocation for HPC	VISION INSURANCE
(28)	104-3240-554.23-09	Correcting Grant Allocation for HPC	LONG TERM DISABILITY
(53)	104-3240-554.24-00	Correcting Grant Allocation for HPC	WORKER'S COMPENSATION
(203)	104-3240-554.27-00	Correcting Grant Allocation for HPC	BENEFIT OFFSET
(18)	104-3240-554.39-00	Correcting Grant Allocation	CONTINGENCY
(1,000)	104-3240-554.40-00	Correcting Grant Allocation	TRAVEL & PER DIEM
(372)	104-3240-554.49-00	Correcting Grant Allocation	OTHER CHARGES & OBLIG.
563	104-3240-554.51-00	Correcting Grant Allocation	OFFICE SUPPLIES
(500)	104-3240-554.54-00	Correcting Grant Allocation	MEMBERSHIP/PUBLICATIONS
(1,000)	104-3240-554.55-00	Correcting Grant Allocation	TRAINING
(52,827)	104-3240-554.83-22	Correcting Grant Allocation	Housing/CHDO Program
61,172	104-3240-554.83-23	Correcting Grant Allocation	Down Payment Assistance Program
(31,893)	104-3240-554.83-00	Correcting Grant Allocation	Carryforward Funds & Program Income
(32,658)	**Total**		

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Legislation Details (With Text)

File #:	22-23	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/22/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY22 Budget, Moving Excess Cash from the Capital Projects Fund (301) to the General Fund (001), BAF#22-039-A. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BAF 22-039-A-FN-GF Capital Projects Fund (1-11-22) Agenda 22-23.pdf Budget Resolution FY 2022- ADA Compliant.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2021
Agenda Date: January 11, 2022
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebeca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY22 Budget, Moving Excess Cash from the Capital Projects Fund (301) to the General Fund (001), BAF#22-039-A.

BACKGROUND:

Budget is provided in this fund through approved inter-fund transfers from the General Fund to the Capital Projects Fund to track the costs of large capital projects. This fund has been used to account for various projects in the past. When the projects are complete, if costs were less than the planned budget, any excess cash should have been transferred back to the General Fund. Staff has performed an audit of this fund and has determined that there is excess cash in the fund. Staff is requesting approval of BAF # 22-039-A to transfer the excess cash in the Capital Projects Fund to the General Fund.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 1: Maintain Long-term fiscal sustainability

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$778,819
Account Number	301-0000-389.99-50
Account Name	Fund Balance Reserves

Amount Requested	($778,819)
Account Number	301-3580-581.91-01
Account Name	Transfer to General Fund 001

Amount Requested	$778,819
Account Number	001-0000-381.91-30
Account Name	Transfer From Cap Proj. 301

Amount Requested	($778,819)
Account Number	001-0000-389.99-50
Account Name	Fund Balance

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY22 Budget, Moving Excess Cash from the Capital Projects Fund (301) to the General Fund (001), BAF#22-039-A.

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Legislation Details (With Text)

File #:	22-25	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/28/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida and the City of Cocoa (SOIRL 21-177). Approve the Budget Resolution recognizing the SOIRL Grant Funding Revenue for the installation of floating wetlands at the North and South Lakemont Stormwater Ponds. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SOIRL Agreement 21-177 North and South Lakemont Stormwater Floating Wetlands Project.pdf Budget Resolution FY 2022- ADA Compliant for Agenda Item 22-25.docx BAF 22-041-A-SW-SOIRL Grant Revenue (1-11-22) Agenda 22-025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2021
Agenda Date: January 11, 2022
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida and the City of Cocoa (SOIRL 21-177). Approve the Budget Resolution recognizing the SOIRL Grant Funding Revenue for the installation of floating wetlands at the North and South Lakemont Stormwater Ponds.

BACKGROUND:

The Lakemont Ponds are three small ponds (total area of 3.4 acres) located north of Dixon Blvd just west of N Fiske Blvd. They are surrounded by single family residential units, in a drainage basin of about 55-acres, and serve as stormwater retention facilities for the drainage basin. These ponds had heavy vegetation mechanically removed back in May 2020 and related costs were incurred during FY20. As an element of Low Impact Design to continue stormwater nutrient reduction, a project was created that includes the installation of an innovative technology known as a floating wetland.

On October 2021, the City of Cocoa submitted a Save Our Indian River Lagoon (SOIRL) Grant Funding application to obtain reimbursement for a portion of the North and South Lakemont Stormwater Ponds Floating Wetlands Project costs. The total project cost incurred in FY20 was

$43,250.00. The reimbursement for the SOIRL cost-share funding will be $13,054.00.

STRATEGIC PLAN CONNECTION:

GOAL 6.1: The City shall ensure the provision of a stormwater management system of appropriate capacity and functionality to protect public health and safety, fulfill requirements of the National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Loads (TMDL's).

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Choose an item.

Revenue	$13,054.00
Account Number	423-0000-338.10-05
Account Name	Shared Revenue Local Unit

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_X__ Interlocal Revenue
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

On October 23, 2019, City Council provided approval for the City to apply for SOIRL Grant funds to implement water quality projects in the 10-Year Stormwater Work Plan. On February 23, 2021, City Council approved awarding a multi-year Service Level Agreement to Beemats, LLC to install floating treatment wetlands at the North and South Lakemont stormwater ponds.

RECOMMENDED MOTION:

Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida and the City of Cocoa (SOIRL 21-177). Approve the Budget Resolution recognizing the SOIRL Grant Funding Revenue for the installation of floating wetlands at the North and South Lakemont Stormwater Ponds.

SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF COCOA, FLORIDA.

AGREEMENT NUMBER: SOIRL 21-177

THIS AGREEMENT ("Agreement") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Cocoa, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance No. 2016-15, ("the Ordinance") imposing a one-half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that, if approved, said one-half cent discretionary infrastructure sales tax shall be imposed and collected County-wide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levy of the one-half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one-half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been

included and approved by the Board of County Commissioners as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

NOW, THEREFORE, for value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.
This Agreement incorporates all of the following:
a. The Recitals set forth above;
b. The terms of the Agreement set forth herein;
c. Attachment A – Statement of Work;
d. Attachment B – Project Progress Report Form;
e. Attachment C – Reimbursement/Invoice Form;
f. Attachment D – Recipient's Certification of Payment Form; and
g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.
In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.
a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until March 31, 2022 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for up to six (6) months each may only be approved by the County Manager, or designee, or Board of County Commissioners, as appropriate. Up to two (2) requests to extend for less than six months each may be approved by the County Manager or his/her designee. Timely requests to extend for longer than the County Manager's authorization to approve, may only be approved by the Board of County Commissioners.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, including by way of example without limitation, delivery of a final progress

report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the Project, which is eligible for reimbursement under this Agreement, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days' prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date received.

COUNTY
Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: terri.breeden@brevardfl.gov

CITY
Abigail Morgan
Public Works Assistant City Engineer
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922
321-433-8910
E-mail: amorgan@cocoafl.org

a. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the Project. The COUNTY'S Project Manager may authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, and do not affect the COUNTY'S cost-share funding amount, the Project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

b. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and City Manager are authorized to sign amendments to this Agreement only if such additional funding: (1) reduces the Indian River Lagoon tax funding

amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The CITY is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the Project, the CITY will provide the COUNTY a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S **Project Progress Report Form, Attachment B.** CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The CITY shall notify the COUNTY once construction has started at the site.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the Project.

Section 8. Amount of Funding.

a. For satisfactory completion of the Project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E.** This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the Project are secured by the COUNTY from external revenue sources and approved for allocation to this Project by the Board of County Commissioners or its duly authorized representative.

b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. The CITY shall be responsible for payment of all additional costs necessary to ensure completion of the Project.

c. During contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the Project, and an estimate of Project costs as defined below in Section 8.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the Project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other Project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The CITY is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on an end of Project basis for reimbursable expenses by one of the following four methods by: (1) mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Natural Resources Management Department, Terri Breeden, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) e-mail to terri.breeden@brevardfl.gov. If a delivery method is not selected in this paragraph, the default invoicing basis will be quarterly increments and sent by mail to the Project Manager.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in the **Eligible Tax Funding Cost Share Form**, **Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the Project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitations and allocations, if applicable.

f. The COUNTY'S fiscal year ends on September 30th. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30th satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the Project or October 30th if the City's final payment is made between September 15th and September 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Agreement. Amounts withheld

shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the Project Agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

Section 14. Liability and Insurance.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that respective party, its officers, employees and agents. The CITY accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or CITY beyond the waiver provided for in section 768.28, Fla. Stat., as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

Section 15. Funding Contingency.

a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the Project not be funded,

in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this Project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

a. Should the CITY fail to complete the Project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the Project due to circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the Project has not been completed within thirty (30) days after the Completion Date, the CITY shall provide the COUNTY with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional Project, this paragraph shall apply in the event the total functional Project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional Project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm

or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein if the parties can agree, in writing, to a revised completion date for the Project based on the circumstances.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty (30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

c. This Agreement may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, the CITY shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the CITY terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

ADDITIONAL PROVISIONS

Section 18. Assignment.

The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.

a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under

subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is entitled to receive under the Agreement; and/or (6) the CITY has received contributions amounting to more than one hundred percent (100%) of the Project cost through cumulative public agency cost-share funding.

Section 20. Dispute Resolution.
The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the COUNTY Project Manager within ten (10) business days, the COUNTY Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and may then be subject to judicial review upon completion of the Project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

Section 22. Permits.
The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The CITY shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.
The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the Project. The CITY is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.
a. The CITY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY or its subcontractors are found to have submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Public Entity Crime.
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a

period of 36 months following the date of being placed on the convicted vendor list.

Section 26. Public Records.
Records of the CITY that are made or received in the course of performance of the Project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 27. Royalties and Patents.
The CITY certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 28. Employment Eligibility Verification (E-Verify):
The CITY:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the CITY'S enrollment in the program. This includes maintaining a copy of proof of the CITY'S and subcontractors' enrollment in the E-Verify Program; and

d. compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach; and

e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and

f. nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 29. Severability.
If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and

the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

Section 30. Sovereign Immunity and Liability

The COUNTY'S indemnity and liability obligations under this Contract shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the parties' respective sovereign immunity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and CITY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Brevard County, Florida

By: _____

Date: 12/21/21

Virginia Barker, Director, Natural Resources Management Department

As Approved by the Board on March 10, 2020

Reviewed for legal form and content for Brevard County

_____

Heather A. Balser, Assistant County Attorney

Cocoa, Florida

By: _____

Name: Stockton Whitten

Title: City Manager

Date: _____

ATTACHMENT A
STATEMENT OF WORK

PROJECT TITLE: North and South Lakemont Dr. Stormwater Pond Floating Wetlands

PROJECT LOCATION: Between N Fiske Blvd. and North and South Lakemont Dr.

PROJECT BACKGROUND: The Lakemont Ponds are three small ponds (total area of 3.4 acres) located north of Dixon Blvd just west of N Fiske Blvd. They are surrounded by single-family residential units, in a drainage basin of about 55-acres, and serve as stormwater retention facilities for the drainage basin. These ponds had heavy vegetation mechanically removed back in May 2020. As an element of Low Impact Design to continue stormwater nutrient reduction, this project includes the installation of an innovative technology known as a floating wetland.

PROJECT DESCRIPTION: Installation of a floating wetland at the North and Stormwater Ponds.

TASKS and DELIVERABLES: City will provide Quote, Purchase Order, Invoices, and Harvesting Nutrient Removal Report.

Task #1 Construction of Project

Task Description: Installation of Floating Wetlands and Harvesting of Plants

Task Deliverable: Invoices and photos of floating wetlands after installation

Task #2 Monitoring of Project

Task Description: Annual lab analysis and report of the biomass harvest from the floating wetlands.

Task Deliverable: Harvesting Nutrient Removal Report

Task	Task Title	Task Start Date	Task End Date
1	Construction of Project	4/15/2021	10/08/2021
2	Monitoring of Project	4/15/2021	4/30/2022

Estimated Reimbursement Schedule:

Project reimbursements will be requested after project completion.

Task #	Quarter #1/FY22	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	$13,054						

Deliverables:

Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds:

This project is included in the City's FY 2021-2022 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. However, the funding allows for additional projects to be completed, which are beneficial in the restoration of the Indian River Lagoon.

ATTACHMENT B

SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM

Date: _____ **Report Number:** _____

Project Information

Project Name:	
Recipient Name:	

Contract Number:		County Project Manager Email:	
Nitrogen Reduction Benefit (lbs/yr)		County Project Manager Phone:	
Phosphorus Reduction Benefit (lbs/yr)		Recipient's Email:	
TSS Reduction Benefit (lbs/yr)		Recipient's Phone:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:		Expended This Period:	
Expended To-date:		Percent Budget Expended:	
Contract Amount:		Percent Cost Share:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish	Complet	Date
1	Permitting				
2	Engineering				
3	Construction				

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment C - Detail Sheet

Save Our Indian River Lagoon Cost-Share Program
Invoice for Reimbursement

RECIPIENT'S NAME:			
RECIPIENT'S EMAIL:			
PROJECT NAME:			
AGREEMENT NO.:			
PERFORMANCE PERIOD:			
ROM:		**To:**	
PAYMENT REQUEST NO.:			
DATE OF REQUEST:			
COUNTY'S PROJECT MANAGER:			
PROJECT COST:			
LAGOON TAX COST SHARE PERCENTAGE:			
CONTRACTED LAGOON TAX COST SHARE AMOUNT:			
CURRENT REIMBUREMENT AMOUNT REQUESTED:			

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES/ CATEGORY OF EXPENDITURE	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	PREVIOUS REIMBURSEMENT AMOUNT	CURRENT REIMBURSEMENT AMOUNT
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
			TOTALS:					$ -	$ -

Recipient's Certification of Payment Request

I, _____ , on behalf of _____ , do hereby certify for SOIRL Agreement No. _____ and Payment Request No. _____ that:

☐The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☐All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☐All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.

☐If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.

☐The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

☐All permits and approvals required for the construction, which is underway, have been obtained.

☐Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	City of Cocoa
Project Name:	North and South Lakemont Ponds Floating Wetlands
Agreement Number:	21-177

Estimated Project Cost-Share Table

Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Permitting						$ -
2	Engineering						$ -
3	Construction	$ 38,250.00				$ 13,054.00	$ 25,196.00
4	Monitoring	$ 5,000.00					$ 5,000.00
	Total	$ 43,250.00	$ -	$ -	$ -	$ 13,054.00	$ 30,196.00

Funding Eligibility Calculation

Project Type	
BMP Type (If stormwater)	SW Trad BMP
Pounds of Nitrogen Reduction	107
Eligible Cost Share per Pound	$122
Eligible Tax Funding Cost Share	$ 13,054.00
Reduction so Sum of Grants does not exceed Project Cost	$ -
Eligible Lagoon Tax Cost Share, Adjusted	$ 13,054.00
Percent Cost Share to be contributed by the Lagoon Tax	30%

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10388772&GUID=C325692C-D616-44F0-876B-5FC1F5B76A5E* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-759	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	11/15/2021		**In control:**	City Council	
On agenda:	1/11/2022		**Final action:**		
Title:	Approve a Multi-Year Cooperative Purchase Agreement with Underwater Solutions, Inc., Mattapoisett, MA, Utilizing Orlando Utility Commission (OUC) Contract RFP #18 4601 OQ for the Cleaning of the Potable Water Storage Tanks and Clear-well from FY2022 Through January 7, 2024 with an Option to Renew for one (1) Consecutive five (5) year term. To Authorize the City Manager to Sign the Contract (s) and Renewals for Each Subsequent Fiscal Year. (Utilities Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	EXECUTED RFP18 4601 OQ Water Tank Cleaning and Inspection Services CC.PDF MOUS.pdf PARTICALLY EXECUTED Standard Form for New Piggyback Contract No. 4601_QC_(Underwater SIGNED E-Verify Contractor Affidavit.pdf '22 Prop + Agmt Cocoa, FL.pdf COI.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2021
Agenda Date: January 11, 2022
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Multi-Year Cooperative Purchase Agreement with Underwater Solutions, Inc., Mattapoisett, MA, Utilizing Orlando Utility Commission (OUC) Contract RFP #18 4601 OQ for the Cleaning of the Potable Water Storage Tanks and Clear-well from FY2022 Through January 7, 2024 with an Option to Renew for one (1) Consecutive five (5) year term. To Authorize the City Manager to Sign the Contract(s) and Renewals for Each Subsequent Fiscal Year

BACKGROUND:

The City of Cocoa owns and operates the Dyal Water Treatment Plant (WTP) located at 28400 SR 520 in Christmas, Florida. To store finished/treated water, the WTP operates and maintains multiple storage facilities located throughout the potable water system. These storage facilities work together to supply finished water for consumption and firefighting services, and to maintain sufficient operating pressures in the system.

Per Florida Administrative Code (FAC) 62- 555.320 (2), the State of Florida's Department of Environmental Protection (FDEP) requires potable water storage tanks to be inspected annually, and to be cleaned every five (5) years by qualified personnel. The cleaning process removes any sediment that may have accumulated in the storage tanks from the lime treatment process, and allows for a thorough inspection by a qualified engineer. Failure to inspect and clean the storage tanks will result in a violation of the FDEP regulations.

Historically, the City of Cocoa has utilized Underwater Solutions to inspect and clean the potable water storage facilities due to their extensive knowledge of the potable water storage facilities owned and operated by the City of Cocoa. Dyal WTP staff has reviewed the current Orlando Utilities Commission (OUC) contract with Underwater Solutions, and has determined that it is applicable to the needs of the Dyal WTP.

Staff is requesting City Council approval for a multi-year agreement utilizing the Orlando Utilities Commission (OUC) RFP #18-4601-OQ for cleaning and inspection of the potable water storage facilities from FY22 Through January 7, 2024. The City of Cocoa cooperative agreement term will commence the date of the executed agreement with Underwater Solutions, Inc. through January 7, 2024, with an option to renew for one (1) consecutive five (5) year term, which would be contingent upon the renewal of the master agreement with OUC. The Utilities Department estimates assigning work at a cost not to exceed $75,000.00 per fiscal year for each year this agreement remains active.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$45,150.00
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Multi-Year Cooperative Purchase Agreement with Underwater Solutions, Inc., Mattapoisett, MA, Utilizing Orlando Utility Commission (OUC) Contract RFP #18 4601 OQ for the Cleaning of the Potable Water Storage Tanks and Clear-well from FY2022 Through January 7, 2024 with an Option to Renew for one (1) Consecutive five (5) year term. To Authorize the City Manager to Sign the Contract(s) and Renewals for Each Subsequent Fiscal Year

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

WATER TANK CLEANING AND INSPECTION SERVICES

UNDERWATER SOLUTIONS INC.

4601 OQ

COMMISSIONERS

GREGORY D. LEE	President
CESAR E. CALVET	First Vice President
BRITTA GROSS	Second Vice President
LARRY G. MILLS	Commissioner
BUDDY DYER	Mayor/Commissioner
CLINT BULLOCK	General Manager & CEO

CONFORMED CONTRACT

Water Tank Cleaning and Inspection Services
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CONTRACT

THIS CONTRACT, made effective as of this January 8, 2019, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 West Anderson Street in Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **Underwater Solutions Inc.,** a Massachusetts corporation with its principal office in Mattapoisett, Massachusetts, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and,

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and,

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Water Tank Cleaning and Inspection Services of various water tanks within OUC's Power Production, Water Production, and Chilled Water Production facilities beginning January 8, 2019 through January 7, 2024 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for one (1) consecutive five (5) year period starting January 8, 2024. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

A. This Contract, including any Basis of Contract.

B. OUC's General Conditions included in the RFP document.

C. OUC's Request for Proposal (RFP18 4601 OQ) with a RFP due date of October 5, 2018.

D. Supplier's response to the Request for Proposal dated October 5, 2018.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Water Tank Cleaning and Inspection Services, RFP18 4601 OQ dated October 5, 2018**,** for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential

and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature Clair Bullock (SEAL)

Title General Manager & CEO

Date 1/18/19

Attest Elizabeth M Mason

Title ASSISTANT SECRETARY

Underwater Solutions Inc.

Signature [signature] (SEAL)

Title President

Date 1-2-19

Witness William C. Comish

Title Vice President

Witness Kim LaRose-Peets

Title Office manager

Awarded by the Orlando Utilities Commission on December 11, 2018.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:

Wayne Mom

Attorney for Orlando Utilities Commission

As to Supplier:

Attorney for Supplier

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

_____
Signature of Counsel for Principal
(Supplier)

_____
Type or print name of Counsel

_____
Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

_____
Signature of Counsel for Principal
(Supplier)

_____
Type or print name of Counsel

_____
Type or print address of Counsel

Basis of Contract
For
Water Tank Cleaning and Inspection Services

BC.1 GENERAL. This Basis of Contract clarifies and states certain agreements between Orlando Utilities Commission ("OUC") and Underwater Solutions, Inc., ("Supplier") made in the negotiations of the Request for Proposal 4601 OQ for Water Tank Cleaning and Inspection Services ("RFP") based on the Supplier's proposal dated October 5, 2018. OUC and Supplier shall be collectively referred to as the "Parties."

BC.2 EXCEPTIONS AND OR CLARIFICATIONS. Supplier's original proposal dated October 5, 2018 took no exceptions to the RFP. The Parties agree to the pricing clarifications included in Exhibit A, attached and incorporated herein, are deemed accepted by OUC and made a part of the Contract. Supplier's pricing clarifications as included in Exhibit A shall remain firm for the duration of the initial contract period. Furthermore, sufficient notice by OUC personnel for the work identified in Section C "Specifications and Requirements for Chilled Water Facility Water Tanks" will be provided to the Supplier in lieu of an advanced payment or deposit for such services. Upon such notice, Supplier will be given considerable time to secure the necessary material, equipment, and personnel to meet the specifications and requirements of the RFP's scope of work. Supplier will then invoice OUC in accordance with the terms and conditions of the RFP.

BC. 3 CLARIFICATION OF TERM. The Parties agree that the Contract at the option of OUC may be extended for one (1) consecutive five (5) year period beginning January 8, 2024. At the time of the optional extension, Supplier shall submit pricing to OUC in accordance with this Contract and any Amendments made thereafter for assessment and evaluation of fair market value.

BC. 4 CLARIFICATION OF INSURANCE. The Parties agree that Supplier shall carry the requisite insurance under the GC's of this RFP *prior* to the performance of *any Work* as contemplated by this RFP. Supplier must provide evidence of the required policy coverage, and all insurance coverages furnished under this Contract must meet the policy limits as agreed upon by this Contract and set forth in GC 8.0. Any costs incurred by the Supplier for obtaining the necessary coverage that meets the policy limits are to be invoiced with proof of additional costs and paid by OUC in accordance with the terms and conditions of the RFP. Supplier shall invoice OUC for only the necessary minimum amount which allows Supplier to carry the required insurance coverage prescribed by GC 8.0. OUC will neither tender payment nor incur any financial liability for a policy that exceeds the minimum coverage as required under GC 8.0 of this RFP's General Conditions for Services.

BC. 5 ADDITIONAL TANK UNDER STANTON ENERGY CENTER'S SPECIFICATIONS AND REQUIREMENTS FOR POWER PRODUCTION FACILITY WATER TANKS.

The additional potable water tank was constructed in 2009 and is located on the 8th floor of the Unit 1 Boiler Building at the Stanton Energy Center directly North of the elevator. The purpose of the tank is to provide pressure to the distribution system. Pricing for the

additional tank is included in Exhibit A as Spec Item I(e). This tank shall be incorporated into Attachment A: Detailed Scope of Work & Requirements of the RFP and the specifications are as follows:

e. Approximate capacity of Stanton Energy Center Potable Water Tank (9,400 gallons).
   i. Measurements: Height 17', overflow 16', diameter 10'.
   ii. Tank access is from Top of Tank through man way entrance. When the Tank is being utilized, generally there is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but will need to be coordinated as to minimize any potential impacts to OUC's operations. The initial inspection and cleaning services is requested to be completed by the end of the 4th quarter 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

EXHIBIT A

ATTACHMENT B: PRICING SCHEDULE FOR RFP18 4601 OQ WATER TANK CLEANING AND INSPECTION SERVICES

DESCRIPTION	SPEC ITEM (REFERENCE ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS)	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
MOB AND DEMOB COST PER EACH ADDITIONAL INSPECTION ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL CLEANING ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL COMBINED INSPECTION AND CLEANING SERVICE CALL OUT	ALL	$ -			

POWER PRODUCTION TANKS

STANTON ENERGY CENTER TANKS

LINE ITEMS I(a) - I(d) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 525,000 GALLON POTABLE WATER STORAGE TANK	I(a)	$ -	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 147,530 GALLON UNDERGROUND CLEARWELL	I(b)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 9,400 GALLON (APPROXIMATE) POTABLE WATER TANK	I(e)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ 1,990.00	$ 1,390.00	$ 3,380.00
STANTON ENERGY CENTER TANKS SUBTOTAL COST		$ -	$ 13,930.00	$ 9,730.00	$ 23,660.00

INDIAN RIVER PLANT TANKS

LINE ITEMS II(b) - II(f) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 160,000 GALLON CONDENSATE STORAGE TANK	II(b)	$ -	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 160,000 GALLON SOUTH DI STORAGE TANK	II(c)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 280,000 GALLON POTABLE WATER STORAGE TANK	II(d)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 280,000 GALLON RAW WATER STORAGE TANK	II(e)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ 1,990.00	$ 1,390.00	$ 3,380.00
THE 400,000 GALLON NORTH DI STORAGE TANK	II(f)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ 1,990.00	$ 1,390.00	$ 3,380.00
INDIAN RIVER PLANT TANKS SUBTOTAL COST		$ -	$ 9,950.00	$ 6,950.00	$ 16,900.00

WATER PRODUCTION TANKS

LINE ITEMS VI(a) - VI(b) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 1	VI(a)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 2	VI(b)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(a)	$ 1,990.00	$ 1,900.00	$ 3,890.00
SKY LAKE, 3 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(c)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00

LINE ITEMS VI(d) - VI(e) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(d)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(e)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(d)	$ 1,990.00	$ 1,900.00	$ 3,890.00

LINE ITEMS VI(f) - VI(g) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
CONWAY 3.5 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(f)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
CONWAY 2 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(g)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
NAVY, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(h)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
LAKE HIGHLAND, 5 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK	VI(i)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
KIRKMAN, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(j)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
SOUTHEAST, 1 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(k)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
HIAWASSEE, .5 MILLION GALLON ELEVEATED STEEL WATER STORAGE TANK	VI(l)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
METRO WEST, .3 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(m)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
DR. PHILLIPS, .75 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(n)	$ -	$ 1,990.00	$ 1,900.00	$ 3,890.00
WATER PRODUCTION TANKS SUBTOTAL COST		$ -	$ 27,860.00	$ 26,600.00	$ 54,460.00

CHILLED WATER TANK

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK

CONSIST OF A 10 YEAR TANK INSPECTION AND SILT/SEDIMENT VACUUMING. THE SILT/SEDIMENT IS NOT REQUIRED TO BE FILTERED AND WILL BE DISCHARGED INTO THE SANITARY SEWER LOCATED NEXT TO THE TANK	XI	$ -	$ 8,890.00	$ 149,970.00	$ 158,860.00
CHILLED WATER TANK SUBTOTAL COST		$ -	$ 8,890.00	$ 149,970.00	$ 158,860.00
GRAND TOTAL COST MOB/DEMOB, INSPECTION, & CLEANING		$ -	$ 60,630.00	$ 193,250.00	$ 253,880.00

Pricing Clarifications:

(1) Is the price firm for the duration of the contract term?
_____X_____Yes _____No

(2) Does your firm utilize robots for any part of the inspections?
_____Yes _____X_____No

(3) Can your firm perform the work within the times specified for each tank?
_____X_____Yes _____No
If no, please specify when your firm could complete the work for the tanks.

(4) Does your firm video the inspections or photgraph only?
_____Video Inspection _____Photograph Inspection
____X____Both _____ Other

(5) Does your firm offer any discounted payment terms for early payment?
_____Yes _____X_____No
If yes, please specify the discounted payment term offered by your firm.

*Should Lockheed/OUC not require a closed loop system, this price is subject to signifcant reduction.
*This price is based on Orlando Utilities Commission providing Engineering Stamps on inspection reports, as indicated in the Q & A (Addendum No.2 - 2.) of this bid.
*Should Orlando Utilities Commission require us to provide Engineering Stamps, a $250.00 fee will be added to each structure.

COMPLIANCE FORMS

SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Massachusetts

COUNTY OF Plymouth

Before me, the undersigned authority, personally appeared Deborah J. cornish who, being by me first duly sworn, made the following statement:

1. The business address of P.O. Box 208, Mattapoisett, MA 02739

[name of bidder or Contractor] is Underwater Solutions Inc.

2. My relationship to
personally known

[Name of bidder or Contractor] is
President
[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.

4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

~~8. There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

~~_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: Deborah J. Cornish Printed Name: Deborah J. Cornish

Sworn to and subscribed before me in the state and county first mentioned above on the 29 day of September, 2018.

Kim LaRose-Peets
Notary Public

(Affix Seal)

March 7, 2025
My Commission Expires

Kim LaRose-Peets
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain In the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

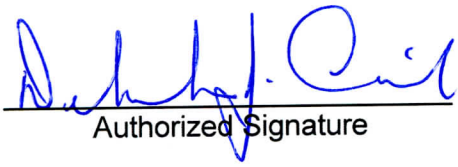
YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

Underwater Solutions Inc.
Firm

October 29, 2018
Date



Authorized Signature

President
Officer Title

Deborah J. Cornish
Printed or Typed Name

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Underwater Solutions Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 208

Requester's name and address (optional)

6 City, state, and ZIP code
Mattapoisett, MA 02739

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
0 4 - 3 1 6 1 9 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ October 1, 2018

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 24, 2018
Secretary of State
CC1355470547

DOCUMENT# F04000001768

Entity Name: UNDERWATER SOLUTIONS, INC. OF MASSACHUSETTS

Current Principal Place of Business:

4 CHURCH STREET EXTENSION
MATTAPOISETT, MA 02739

Current Mailing Address:

4 CHURCH STREET EXTENSION
MATTAPOISETT, MA 02739 US

FEI Number: 04-3161935

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST.
SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, TREASURER, DIRECTOR	Title	VP, DIRECTOR
Name	CORNISH, DEBORAH J.	Name	CORNISH, WILLIAM C.
Address	4 CHURCH STREET EXT.	Address	4 CHURCH STREET EXT.
City-State-Zip:	MATTAPOISETT MA 02739	City-State-Zip:	MATTAPOISETT MA 02739

Title	VP
Name	CORNISH, DAVID M
Address	4 CHURCH STREET EXT.
City-State-Zip:	MATTAPOISETT MA 02739

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DEBORAH J. CORNISH PRESIDENT, TREASURER 04/24/2018

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisk Marine Insurance Intl, LLC
8110 Breakwater Dr
New Orleans LA 70124

CONTACT NAME: Jodi Wibel
PHONE (A/C, No, Ext): (504) 302-4400 **FAX (A/C, No):**
E-MAIL ADDRESS: jwibel@fiskusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMERICAN INS. CO.	22136
INSURER B : Underwriters at Lloyd's	15792
INSURER C : COMMERCE & INDUSTRY INS CO	19410
INSURER D : WESTCHESTER SURPLUS LINES INS CO	10172
INSURER E :	
INSURER F :	

INSURED UNDESOL-01
Underwater Solutions, Inc.
PO Box 208
Mattapoisett MA 02739

COVERAGES **CERTIFICATE NUMBER:** 34572608 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	Y	OMH5834568-15	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	[X] SRLL						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WC 5226528	10/1/2018	10/1/2019	[X] WC STATU-TORY LIMITS [X] OTH-ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability	Y	Y	J180288	1/13/2018	1/13/2019	Limit	2,000,000
D	Contractors Pollution Liability			G27095240006	10/1/2018	10/1/2019	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Wavier of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation. Work Comp Section 3 A of policy includes states of FL, MA and NY.
Orlando Utilities Commissions
100 West Anderson Street
Orlando, Florida 32801

CERTIFICATE HOLDER

Orlando Utilities Commissions
100 West Anderson Street
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House Account	
Peter P. Briggs Insurance Agency Inc. 19 County Road P. O. Box 96 Mattapoisett MA 02739	PHONE (A/C, No, Ext): (508) 758-6929	FAX (A/C, No): (508) 758-9604
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
UNDERWATER SOLUTIONS INC. P.O. BOX 208, 70 NORTH STREET MATTAPOISETT MA 02739	INSURER A : Charter Oak Fire	25615
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL17122701543 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BA-1236B357-18-SEL	01/30/2018	01/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI	$ 20,000
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						Split limit EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ORLANDO UTILITIES COMMISSIONS, 100 WEST ANDERSON STREET, ORLANDO FL 32801

CERTIFICATE HOLDER

ORLANDO UTILITIES COMMISSIONS
100 WEST ANDERSON STREET
ORLANDO FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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GAI 2391 (Ed. 06 16)

MARINE COMMERCIAL LIABILITY
BLANKET ADDITIONAL INSURED ENDORSEMENT

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

1. Otherwise covered by this policy; and

2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

GAI 2392 (Ed. 06 16)

MARINE COMMERCIAL LIABILITY
BLANKET WAIVER OF SUBROGATION ENDORSEMENT

We agree to waive any rights of subrogation to which we may be entitled, if prior to an "occurrence," the Named Insured has agreed to such waiver in writing, but only to the extent required by written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

RFP DOCUMENTS

RFP 18 4601 OQ

For

Water Tank Cleaning & Inspection Services

Issue Date:	September 18, 2018
Pre-response Conference:	None Scheduled At This Time
Pre-response Conference Date:	N/A
Questions/Comments Due Date:	September 26, 2018
Addendum Due Date:	September 28, 2018
Proposal Due Date:	October 5, 2018 by 2:00 PM EST
Bid Bond:	Not Required
Payment & Performance Bond:	Not Required

Direct all inquiries to Buyer of Record:

Devin Finegan

407-434-4339

DFinegan@ouc.com

Orlando Utilities Commission

Orlando, Florida

OUC The Reliable One

RFP 18 4601 OQ for Water Tank Cleaning & Inspection Services

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Request for Proposal (RFP)

RFP 18 4601 OQ for Water Tank Cleaning & Inspection Services

Direct all inquiries to the Buyer of Record:	Devin Finegan 407-434-4339 DFinegan@ouc.com
Proposal Opening Location:	Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32801

1. *Instructions are located in the Instruction to Bidders section of this document; or, may be provided during a Pre-Conference Meeting.*
2. *Electronic proposal submittals, described in the Electronic Submittal of the Proposal section of this document, will be accepted and are highly encouraged. Hard copy proposal submittals may be used when necessary and must adhere to the hardcopy proposal submission instructions. Do not submit both electronic and hard copies unless otherwise instructed. Email or other means will not be accepted.*
3. *VendorLink help can be accessed by calling 407-222-1885, or by emailing support@evendorlink.com.*

1 INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently, OUC serves more than 313,000 customers. To obtain general information about OUC, access www.ouc.com.

1.1 SCOPE OF WORK SUMMARY

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide the following services for OUC: Clean and perform inspections of various water tanks within OUC's Power Production, Water Production, and Chilled Water Production facilities. OUC is seeking a firm that can vacuum silt as well as sediment from the bottom of the tanks while also performing all required inspections. The work is to be performed by Certified Industrial Divers. Please refer to Section A for the detailed scope, requirements, and specifications.

Refer to Section 2.1, Detailed Scope, Requirements, & Drawings for more information.

1.2 PRE-RESPONSE CONFERENCE

To comply with security requirements, email names of attendees and company affiliations to the Buyer of Record at least 48 hours in advance of the meeting. Please bring government issued photo identification the day of the Pre-Response Conference.

If applicable, refer to Attachment C: Invitation to Pre-Response Conference

1.3 TERM OF CONTRACT

The services will be contracted for a period of five (5) years.

1.4 MINIMUM BIDDER QUALIFICATIONS

OUC requires each Supplier submitting a proposal under this RFP to be either a license Florida based firm or to be legally registered as a foreign entity with the State of Florida. Each proposing supplier shall provide a copy as proof of holding a valid Florida Business License or Foreign Entity Certificate issued under the firm's legal name by the State of Florida. Provide your current license information to include a copy of your firm's current Florida Business License or Foreign Entity Registration Certificate, and API Certified Inspector Certification.

Bidder shall provide evidence that their firm is capable of performing work associated with this RFP. The Bidder's submittal shall include a supplemental document in the format below for at least three (3) projects (within the past three (3) years) in which the scope of work was of equal or greater in complexity to that described in this RFP.

A. Owner/Plant/Engineer _____

Project Name _____

Date Complete/Operational _____

Reference (Name/Telephone/Company/e-mail) _____

Description of Work Performed _____

Dollar Percentage of work performed by subcontractors _____

Dollar Percentage of work/material supply by W/MBEs. _____

Contracting Method (lump sum/cost reimbursable) _____

1.5 PRICE AND COSTS

Prices documented in the submitted Proposal must remain firm throughout the contract period (including additional extensions, if applicable). Refer to Attachment B: Price Schedule.

1.6 TERMS AND CONDITIONS

The Terms and Conditions governing this RFP are in accordance with OUC's General Conditions for Services http://www.ouc.com/docs/procurement/procure_general_services.pdf?sfvrsn=4.

1.7 CONTRACT SAMPLE

Click here to view an OUC contract sample.

1.8 PROPOSAL EVALUATION CRITERIA

Refer to the Instructions to Bidders section of this document.

2 BIDDER REQUIREMENTS AND QUALIFICATIONS

2.1 DETAILED SCOPE, REQUIREMENTS, & DRAWINGS

A. Detailed Scope:

1. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide the following services for OUC: Clean and perform inspections of various water tanks within OUC's Power Production, Water Production, and Chilled Water Production facilities. OUC is seeking a firm that can vacuum silt as well as sediment from the bottom of the tanks while also performing all required inspections. The work is to be performed by Certified Industrial Divers. *Please refer to Attachment A below for the detailed scope, requirements, and specifications.*
2. In general, OUC prefers all work to be performed within normal workdays, Monday through Friday. Times will vary however by specification item.
3. **Stanton Energy Center**: OUC prefers the services to be performed within an 8 to 10 hour day shift falling between the hours of 7:00 am and 6:00 pm.
4. **Indian River Plant:** For the tanks identified as having restrictions on the times, the units typically are dispatched during the late afternoon hours (3:00pm -7:00pm) Spring thru Fall. During the winter months the units are typically dispatched in the early morning hours (5:00am -8:00 am) and the late afternoon hours (3:00pm -7:00pm). Just be advised that the units can be called upon at any time. For the non-restricted tanks OUC prefers the services to be performed within an 8 to 10 hour day shift falling between the hours of 7:00 am and 6:00 pm.
    a. Indian River Plant's South DI Storage tank is used as a secondary storage so it can be accessed at any time during normal working hours. The north DI tank is the tank with the restrictions. The restrictions to the north DI tank will be based on the ability of the Supplier to safely remove equipment and personnel from the tank should any of the Combustion Turbines (CTs) be dispatched to run. If the equipment and personnel removal can be done within 30 minutes of the start of the CTs then there will be no restrictions to the entry of the tank. If the 30 minute time can't be met then other arrangements will have to be made.
5. **Water Production:** to minimize operational impacts during peak use times to the degree possible, the optimal times for work to be performed for the Water Production tanks is between the hours of 10:00 am and 5:00 pm. However, other than the limitations put on the Sky Lake, Kirkman and Navy Water Production Plant tanks these times are flexible.
6. OUC can accommodate work on weekends as appropriate. With the exception of the Chilled Water Tank, OUC believes most if not all other tanks work can be accomplished within normal work days within a normal 8 to 10 hour day shift. While OUC can be flexible when appropriate, it is OUC's preference for the work to be performed during normal day shift, Monday through Friday. With regards to the Chilled Water Tank, OUC can possibly accommodate a 24/7 work basis if deemed absolutely necessary or required.
7. If any of these times pose an issue, OUC suggests the bidder to state a clarification or exception in their proposal rather than choosing not to submit a proposal for consideration.

8. In general for nearly all of the tanks, the water solid mixture from the cleaning process can be discharged to the nearest designated or otherwise available ground drain basin.
9. For any of the Potable Water Tanks or the Water Production Tanks, the water-solid mixture from the cleaning process shall be discharged outside the tank to the appropriate drainage basin. A bag filter system may be used on the other tanks but shall use at a maximum a .5 micron filter size. The Supplier shall be responsible to dispose of the used filters and its contents offsite
10. All tanks in this RFP require API inspections. Offering an ROV as an alternative would be acceptable to OUC however if any firm is offering an alternative to the RFP specifications they shall first submit a proposal that meets the criteria of the RFP. Any alternative proposed offerings are to be listed in the Excel spreadsheet titled "Attachment B: Price Schedule".
11. Water Production is the only areas with Elevated Tanks and those tank elevations are as follows:

	Height to Top Tank Total Height	Height to Bottom Tank Capacity	Capacity
Hiawassee	136' 4"	127' 6"	90' 0"
Metro West	148' 2"	143' 0"	110' 6"
Dr. Phillips	N/A	137' 11"	94' 6"

12. Please note that the entry point at the Stanton Energy Center Clearwell tank has one access entry. The applicable Water Production tanks all have multiple access hatches, but only one per tank has a ladder.

B. Requirements:

1. OUC requires each Supplier submitting a proposal under this RFP to be either a licensed Florida based firm or to be legally registered as a foreign entity with the State of Florida. Each proposing supplier shall provide a copy as proof of holding a valid Florida Business License or Foreign Entity Certificate issued under the firm's legal name by the State of Florida. Provide your current license information to include a copy of your firm's current Florida Business License or Foreign Entity Registration Certificate, and API Certified Inspector Certification.
2. Each participating firm must provide:
    a. A copy of the proposed Divers Industrial Diver credentials and certifications.
    b. A copy of the proposed Inspector's credentials and certifications, including any and all API certifications.
    c. A copy of Florida Professional Engineers license for the proposed Professional Engineer to be used for the work.
    d. An outline of your firms proposed man power loading by tank.
    e. Estimated times your firm expects each tanks inspection and cleaning to be completed within.

f. Workman's Compensation Experience Modification Rating for the last 3 years: 2017, 2016, and 2015.

g. A copy of the firm's Quality Assurance Manual.

h. A copy of the firm's Safety Manual.

i. Information pertaining to the firm's drug and alcohol policies in the workplace.

j. Information regarding any intra-company policy or program that your firm has instituted or abides by to ensure that all Federal, State, and local regulations are followed in the proper handling, storage and disposal of any and all hazardous material.

k. Estimated time as to when your firm anticipates or expects each tank's inspection and cleaning to be completed within.

3. Pricing is to be submitted as requested, firms are to utilize the Excel spreadsheet identified as "Attachment B Price Schedule".
4. All drawings have been provided under Attachment D.

2.2 BIDDER INFORMATION & REQUIRED BIDDER QUALIFICATIONS

2.2.1 Bidder Information

On company letterhead Bidder to provide a response cover page with the following information:

1. Firm Name
2. Name of Parent Company if applicable
3. Complete Business Address
4. State of Incorporation
5. Number of years in business
6. Name(s) and contact information of key personnel
7. Women or Minority owned business status
8. Dun & Bradstreet number
9. Licenses obtained to conduct business with OUC

2.2.2 Required Bidder Qualifications

Refer to Section 1.4 Minimum Bidder Qualifications for more information.

1. List the number of projects (with similar scope and size) that the bidding organization has completed and are in progress.
2. Provide at least three (3) references with contact information related to completed projects with the similar scope and size project.
    a. If deemed pertinent, OUC will request to do site visits to customers provided as references by selected Bidder or Bidder's affiliates.

3. Provide a complete list of all the subcontractors that may be part of the project, with the following information:
    a. Company name
    b. MWBE Status
    c. Contact information
    d. Number of years in business
    e. Proof of the necessary licenses for the job (if applicable)
    f. List of project that they had participated with similar scope and size to this RFP
4. Should bidder be awarded the work in this RFP, please provide information on any Economic Development Opportunities that Bidder may bring, such as the creation of new jobs or purchasing or leasing of new building space, which could benefit the local Orlando Area or the State of Florida.

3 INSTRUCTIONS TO BIDDERS

3.1 LEGAL AND PUBLIC RECORD STATEMENT

As required by Florida's Public Records Law, information provided to OUC in the course of business will be made available for public inspection and copying unless a specific statutory exemption applies.

3.2 CONFIDENTIALITY NOTICE TO BIDDERS

By submitting a proposal to OUC, each Bidder acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law"). Any Proposal document the Bidder submits will become a public record when OUC provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law.

3.2.1 Exemptions

If during the Proposal or Negotiation Phase a Bidder wishes to claim an exemption on any portion of its Proposal to OUC, the Bidder must identify the specific statutory exemption and do the following:

1. Submit a redacted version. Redact (black out) only those portions of the Proposal put forward for exemption.
2. Submit an un-redacted version of the same documents marked, "Confidential –Trade Secret/ Proprietary Information". Both versions are to be submitted at the same time.

3.3 ACKNOWLEDGEMENT

1. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the Buyer of Record. Any unauthorized contact will disqualify the Bidder from further consideration
2. The selected Bidder agrees to obtain, prior to award, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements in the terms and conditions specified in section 1.7.
3. All policies shall be subject to approval by OUC, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
4. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).
    a. In addition, all subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions.

5. The selected Bidder's employees and its subcontractors' employees are further prohibited from being under the influence or impairment of alcohol on OUC property or work sites or at any time or place while conducting business with or on behalf of OUC.
6. The selected Bidder shall submit only one proposal/bid in response to this solicitation packet, and shall have no financial interest in other entities submitting proposals/bid responses for the same solicitation packet.
7. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
8. The selected Bidder shall disclose to OUC the name(s) of any OUC employee, contractor, or OUC Board Member who has a direct or indirect financial interest in the selected Bidder's organization, or in the proposed transaction. A direct or indirect financial interest in the selected Bidder's organization, or in the proposed transaction exists if the OUC employee, contractor, or Board Member:
    a. Presently, or in the preceding twelve (12) months, has an ownership interest in the selected Bidder's organization (other than as owner of less than 1% of the stock of a publicly traded corporation).
    b. Works for, is a partner, officer, director, trustee, or consultant to the selected Bidder.
    c. Has received grant, travel, honoraria, or other similar support from the selected Bidder
    d. Has a right to receive royalties from the selected Bidder.
9. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any aspect of OUC, nor any business or other relationship with any of OUC's employees, officers, directors, or Board Members that creates a conflict of interest or the appearance of a conflict of interest.
10. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment within OUC.
11. The selected Bidder, or authorized signatory, shall provide written notice to OUC in the event that a conflict of interest is identified at any time.

3.3.1 Statement of No Bid

The OUC Procurement Department is committed to continuously improving its processes to receive maximum participation from the industry/market. OUC is requesting that organizations, who *do not wish to bid* on this RFP, send the Buyer of Record an email briefly explaining their "no bid" decision. This response will help to improve the solicitation process and any future communications.

3.4 GENERAL INFORMATION

Bidders shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all of the proposed contract conditions. Such proposals will be considered irregular and **may be rejected**.

OUC will receive Proposals through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents.

3.4.1 Common Terms

OUC and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. "Solicitation" shall mean , "Request for Proposal(s)", "RFP", "Request for Quote", "RFQ", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.
3. "Bid(s)", "Proposal(s)", or "Quote(s)" shall mean the documents formally submitted to OUC by each of the Bidders responding to this solicitation packet.

3.4.2 Submittal

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Refer to Section 4: Proposal Submittal Format & Checklist and submit Proposal with all applicable content.

3.4.2.1 Alternate Proposals

If the Bidder submits an alternate proposal, they shall identify clearly the proposal as an "Alternate Proposal". OUC may consider alternate proposals a blanket exception to the solicitation and reject the Proposal.

3.4.3 Signatures

An authorized representative of each Bidder shall:

1. Sign or e-sign the Proposal, give their full name and title, and provide the Bidder's business name and address.
2. Enter the organization's exact legal name on the Proposal.
3. Sign or e-sign compliance forms, if applicable.

3.4.4 Withdrawal

Bidders may withdraw, alter, and resubmit their Proposals through VendorLink at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. OUC may request clarifications and additional information after proposal submission.

3.5 Electronic Submittal of the Proposal

To ensure correct Proposal formatting, Bidders shall:

1. Submit Proposals electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.

5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this RFP and provide all requested information.

OUC may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Do not submit following both methods unless otherwise instructed.

3.6 COMPLIANCE FORMS

3.6.1 Public Entity Crimes

Each Bidder shall submit copies of an executed and notarized Sworn Statement under Section 287.133 (3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies.

3.6.2 Dispute Disclosure

Each Bidder shall submit copies of an executed Dispute Disclosure form.

3.7 SUPPLIER DIVERSITY

OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. A copy of the policy can be found clicking on this link.

3.7.1 Minority/Women Business Enterprises (M/WBE)

OUC's policy is to encourage the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services by establishing an M/WBE goal. The M/WBE goal on this project is 3%.

As part of the Proposal, please indicate the percentage of bid amount to be subcontracted with M/WBE subcontractors during the activities outlined in this RFP.

Describe the Bidder's plan for utilizing small business, minority, and/or disadvantaged entrepreneurs, and local participation in pre-qualifying vendors and subcontractors, if such a plan exists.

3.8 PROPOSAL PREPARATION COSTS

OUC shall provide, without charge, one set of the specifications and documents to prospective Bidders for preparation of proposals. Addenda documents will be issued only to prospective Bidders registered in VendorLink.

This solicitation does not commit OUC to pay any costs incurred in the preparation and submission of the Proposal or to pay any other costs incurred prior to award.

3.9 EXCEPTIONS

OUC is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. If a Bidder takes exception to any solicitation requirement or condition, the exception must be specifically stated on the Exception Form provided within the solicitation document. OUC shall consider only those exceptions written on the form at the time the Proposal is submitted. The Bidder acknowledges that any exception taken to the solicitation criteria (including submitting an alternate proposal) may result in OUC determining the Proposal to be nonresponsive.

3.10 CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a written request for clarification through email to the Buyer of Record; **verbal requests will not be accepted**. The Bidder must reference the Solicitation Package page number and section heading on any clarification requests

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

OUC shall issue an addendum to all Bidders, via VendorLink, once an inquiry is clarified and/or answered. Verbal responses will not be provided and are not binding on OUC.

3.11 LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits will be held the day of the Pre-Response Conference unless otherwise arranged.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. OUC shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

3.12 OPENING

OUC shall open Proposals on the RFP Due Date at ***2:30 p.m. EST at 100 West Anderson Street, Orlando, Florida***. If required, at a public opening, OUC shall read only the Bidder name and if they have provided all the required information. OUC shall not share any other information at this time, with the exception of solicitations for construction or repairs on public works projects in which the price is submitted. Proposals not meeting the requirements **may be rejected**.

All questions concerning this solicitation must reference the document page number, and section heading. OUC shall answer questions and post them to VendorLink as an addenda to the solicitation.

3.13 SOLICITATION SELECTION SCHEDULE

OUC shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. OUC reserves the right to postpone the date and time announced for the opening of proposals at any time.

OUC expects Proposals to address all of the information requested in the solicitation and subsequent clarifications, and to reflect the capabilities of the Bidder.

Bidders shall submit any supplemental information, and list any variations on the Exceptions form, in accordance with Section 4, Proposal Submittal Format & Checklist.

3.14 PROPOSAL ACCEPTANCE AND REJECTION

OUC reserves the right to accept the Proposal which, in its judgment, is the most responsive and responsible Proposal and to reject any and all proposals; as well as waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, OUC may reject any proposals which are incomplete or irregular; Proposals which omit any one or more items for which the solicitation

requires, any Proposals which omit unit prices if unit prices are required, any Proposals from Bidders who have previously failed to satisfactorily complete contractual obligations.

1. The following **shall cause an automatic rejection of the proposal**:
    a. Proposals delivered/submitted after the 2:00 p.m. due date
    b. Failure to submit a Bid Bond (if required)
    c. Failure to attend a mandatory Pre-Response Conference and/or any mandatory presentation (if required)
    d. Failure to submit a signed Payment and Performance Bond Compliance Form when (a) a Payment and Performance Bond is required or (b) alternate payment and performance security permissible under Section 255.05, Florida Statutes is required
2. The following items **may cause a rejection of the proposal**:
    a. Failure to submit copies of any of the signed & notarized (where required) forms:
        i. Statement on Public Entity Crimes form
        ii. Dispute Disclosure

3.15 PROPOSAL EVALUATION CRITERIA

OUC shall evaluate the Proposals based on the information provided by each of the Bidders. OUC's review may include, but may not be limited to the following categories:

1. Qualifications and Experience, including past performance for OUC
2. Responsiveness to Requirements
3. Safety and Quality Programs
4. Financial Soundness of Organization
5. Price

OUC reserves the right to negotiate with all or some of the Bidders who submitted the most responsive and responsible Proposals in the best interest of the OUC Commission. This negotiation process may occur prior to OUC Commission approval. Each Bidder acknowledges that OUC shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals. Following clarification, OUC may initiate negotiations with the Bidder considered to be the most responsive and responsible. If no agreement is reached with the highest ranked Bidder, OUC may reject all Proposals or continue negotiations with each subsequently ranked Bidder until an acceptable deal is reached. A final contract award may be contingent upon OUC Commission and legal approval.

OUC reserves the right to consider historic information and facts, whether gained from the Bidder's Proposal, question and answer conferences, references, and/or other sources during the evaluation process. OUC may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Bidders', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the Commission's satisfaction, within the prescribed time.

The Bidder solely is responsible to submit information related to the evaluation categories. OUC is under no obligation to solicit such information. Failure of the Bidder to submit information may cause an adverse impact on the Proposal's evaluation.

3.16 CANCELATION

Prior to the final execution of a Contract or full Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Bidders. In addition, OUC may reject all Proposals, reissue the solicitation packet, or re-award the contract.

3.17 FREIGHT (IF APPLICABLE)

The selected Bidder shall coordinate with OUC's freight contractor for shipping unless OUC determines that the selected Bidder can obtain freight/shipping rates or methods that are more advantageous to OUC. The selected Bidder shall submit an alternate shipping proposal based on delivery to OUC's Free On Board (FOB) carrier at the designated OUC facility or location. The alternate proposal must include the:

1. Carrier name
2. Insurance coverage
3. Firm price freight quote

The Bidder must include any alternate proposal in the bid response to this solicitation. OUC may accept or reject the proposed alternate shipping arrangement.

OUC's freight/shipping supplier and contact information is:

Nexterus

1-888-867-5952 (Monday – Friday, 8:00 a.m. – 7:00 p.m. EST)

dcs@nexterus.com

3.18 BID BOND (IF APPLICABLE)

Bidder may be required to submit a certified check or cashier's check drawn on an acceptable bank, or an acceptable Bidder's bond executed by the Bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be ***five percent (5%)*** of the proposal price schedule. When submitting a Proposal through VendorLink, the Bidder shall provide a copy of the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to OUC. The amount of the check or bond may be retained by and forfeited to OUC as liquidated damages if the Proposal results in a contract award and the Bidder fails to honor the accepted terms.

OUC shall return the selected Bidder's bid bond when that Bidder executes the contract and files a satisfactory payment and/or performance bond, if required. OUC may retain the bid bond of the second highest ranked Bidder for a period not to exceed thirty (30) days, pending the execution of the contract by the selected Bidder. OUC shall return the bid bond of each unsuccessful Bidder upon request, after the contract is awarded or when the Proposal is rejected.

3.19 PAYMENT AND PERFORMANCE BOND (IF APPLICABLE)

The selected Bidder may be required to furnish a Payment and Performance Bond to OUC per Florida Statutes; Section 255.05 equal to 100 percent of the contract price. The cost of such bonds shall be stated as a separate line item in the Proposal.

A surety company, authorized to do business in the State of Florida and acceptable to OUC, shall sign the bond. The Performance Bond and Payment Bond shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. Any bonds submitted by a surety or its agent shall be conclusively presumed to have been authorized by and binding upon the surety company irrespective of the date shown on the power of attorney.

If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, whichever shall occur last. Upon recording of the performance and payment bond (if applicable) Bidder shall provide OUC three (3) copies.

OUC shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statute 713.23.

3.20 CONTRACT EXECUTION

The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

3.21 AWARD

OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

OUC shall be the sole judge of its own best interests, the proposals, and the resulting contract. An award may be made to the most responsive and responsible organization whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent solicitations
3. Cancel the entire solicitation
4. Remedy technical errors on the solicitation
5. Negotiate with any, all or none of the Bidders
6. Award a contract to one or more Bidders or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

3.22 TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

3.23 ERROR AND OMISSIONS

Bidders or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders. In case of error of extension of prices in the proposal, the unit price shall govern.

3.24 PROPOSAL SUBMITTAL FORMAT

Bidders shall complete all required forms, and include them in the proposal submittal package with any other required information. Refer to Section 4, Proposal Submittal Format & Checklist for more information.

3.24.1 OUC Policies and Procedures for Bidders

The Bidder shall read and comply with OUC's policies and procedures before submitting this Proposal:

1. Contractor Security Policy
2. Bid Protest Procedure
3. Generic Contractor Orientation
4. Drug and Alcohol Free Workplace and Testing Policy
5. OUC Travel and Expense Guidelines
6. All policies – OUC Procurement Services Department website

These policies and any supplemental policies provided at contractor orientation are hereby fully incorporated into this contract by reference and to the extent applicable to the supplier in the performance of their work. Supplier and its subcontractors, suppliers, agents, and employees shall fully comply with all such policies as amended from time to time.

3.25 SIGNATURES

By submitting this proposal with the authorized electronic signature, the Bidder hereby declares that, in all respects for and in good faith, without collusion or fraud:

1. Only the individuals or organizations interested in this proposal/bid response as principal or principals are named in this Proposal.
2. No other individuals or organizations than mentioned in this Proposal have any interest in this Proposal/Bid Response or in the subsequent contract.
3. This Proposal/Bid Response is made without connection with any other person, company, or parties likewise submitting a Proposal/Bid Response.

Bidders shall prepare Proposals in accordance with the Instructions to Bidder's document. Failure to submit the necessary forms **may cause a rejection of the proposal**. The Bidder hereby agrees to provide the services and/or items specified in the solicitation packet at the prices quoted pursuant to the requirements of this document.

4 PROPOSAL SUBMITTAL FORMAT & CHECKLIST

A checkmark (✓) on the items below indicates these are applicable items and the terms and conditions stated in earlier sections are applicable. Bidders shall complete all the forms checked (✓) below, and include them in the proposal submittal package in order with any other information.

Provide a written signature on all original forms and, when required, a notary stamp. Scan & upload these forms with the Proposal.

Technical Response File (checked if applicable)	
Tab 1 – Cover Page	
✓	**Proposal Cover Page on Bidders Letterhead**
✓	**Bidder Information as listed in Section 2.2.1**
Tab 2 – Bidder Background and Qualifications	
✓	**References and Qualifications as listed in Section 2.2**
Tab 3 – Response to Requirements	
✓	**Response to all Requirements as listed in Section 2 and Attachments**
Tab 4 – Compliance Forms	
Provided at time of proposal	
☐	Exceptions
✓	Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135
✓	Dispute Disclosure
☐	**Bid Bond as described in Section 3.18 (If Applicable)**
✓	Addenda **(If Applicable)**
Provided at time of award	
✓	**Copy of Company's Business License**
✓	**Copy of Insurance Certificate**
✓	W-9 Form
☐	Payment & Performance Bond **as described in Section 3.19 (If Applicable)**
Cost File	
✓	**Pricing Sheet - (use MS Excel Sheet from VendorLink, enter as Attachment B: Price Schedule)**

5 ATTACHMENTS

Attachment A: **Detailed Scope of Work & Requirements**

Attachment B: **Price Schedule**

Attachment C: **Invitation to Pre-Response Conference**

Attachment D: **Drawings**

ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS

A. Specifications and Requirements for Power Production Facility Water Tanks

I. Stanton Energy Center

a. Approximate capacity of Stanton Energy Center Potable Water Tanks (525,000 gallons).

   i. Measurements: 40’ high, 46.6’ in diameter.

   ii. 72 degree F to ambient water temp.

   iii. Tank access is from Top of the Tank. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but will need to be coordinated as to minimize any potential impacts to OUC’s operations. The initial inspection and cleaning services is requested to be completed by the end of the 4th quarter 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

b. Approximate capacity of Stanton Energy Underground Clearwell (147,530 gallons).

   i. Measurements: 144” (12’) in Deep - Length 519” (43.25’) - Width 456” (38’).

   ii. 72 degree F water temp.

   iii. Tank access is from Ground level man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but will need to be coordinated as to minimize any potential impacts to OUC’s operations. The initial inspection and cleaning services is requested to be completed by the end of the 4th quarter 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

c. Approximate capacity of Two (2) Stanton Energy Center Service Tanks (500,000 gallons)

   i. Measurements: 40’ high, approximately 45’ in diameter.

   ii. 72 degree F to ambient water temp.

   iii. Tank access is from Top of the Tank. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but will need to be coordinated as to minimize any potential impacts to OUC’s operations. The initial inspection and cleaning services is requested to be completed by the end of the 4th quarter 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

d. Approximate capacity of Two (2) Demineralized Water Tanks (500,000 gallons)

   i. Measurements: 40’ high, approximately 45’ in diameter.

   ii. 72 degree F to ambient water temp.

   iii. Tank access is from Top of the Tank. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but will need to be coordinated as to minimize any potential impacts to OUC’s operations. The initial inspection and cleaning

services is requested to be completed by the end of the 4th quarter 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

II. <u>Indian River Plant</u>

a. **Note: The Indian River Plant Tanks may or may not require service within the term of this contract but are included as contingent work as needed.**

b. Approximate capacity of Indian River Plant Condensate Storage Tank (160,000 gallons).

   i. Measurements: 30’ High – 30’ Diameter.

   ii. 72 degree F water temp.

   iii. Tank access is from Top of Tank through man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible. The initial inspection and cleaning services times is flexible.

c. Approximate capacity of Indian River Plant South DI Storage Tank (160,000 gallons).

   i. Measurements: 30’ High – 30’ Diameter.

   ii. 72 degree F water temp.

   iii. Tank access is from Ground level man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible. The initial inspection and cleaning services times is flexible.

d. Approximate capacity of Indian River Plant Potable Water Tank (280,000 gallons)

   i. Measurements: 35’ High – 40’ Diameter.

   ii. 72 degree F water temp.

   iii. Tank access is from Ground level man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible. The initial inspection and cleaning services times is flexible.

e. Approximate capacity of Indian River Plant Raw Water Storage Tank (280,000 gallons)

   i. Measurements: 35’ High – 40’ Diameter.

   ii. 72 degree F water temp.

   iii. Tank access is from Ground level man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible. The initial inspection and cleaning services times is flexible.

f. Approximate capacity of Indian River Plant North DI Storage Tank (400,000 gallons)

   i. Measurements: 45’ High – 40’ Diameter.

ii. 72 degree F water temp.

iii. Tank access is from Ground level man way entrance. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible. The initial inspection and cleaning services times is flexible.

g. The work is to be performed at the Stanton Energy Center in Orlando, Florida. All equipment and personnel must go through a complete sterile inspection and cleaning station and all sanitized gear must be utilized only in potable water.

III. Supplier Requirements

a. Any waste material resulting from the cleaning is the responsibility of the Supplier and such waste material is required to be disposed of by the Supplier in accordance with all applicable local, state, and federal regulations.

b. A description of findings and corresponding photographs must be submitted within one month of completion of work. The inspection and cleaning must be completed under the supervision of a Florida licensed Professional Engineer. Florida licensed Professional Engineer must sign all completed documentation.

c. Provide before and after photos verifying the silt/sediment removal and tank inspection. The diver must provide an underwater camera to document all aspects of this service.

d. Provide a comprehensive survey of tank bottom to identify and mark corrosion or liner problems (black underwater marking device needed).

e. Supplier will perform all necessary **API 650 and API 653** inspections required of this 5 year in service tank. Three hard copies and one soft copy of this report will be supplied to OUC.

f. Supplier is required to have an API certified inspector confirm all inspections to ensure that OUC is in compliance.

g. Provide to OUC Designated Rep prior to the start of project a “Confined Space / Rescue Plan”, for review.

h. Notify OUC Designated Rep at the start and end of each day’s inspection for the purpose of aid if emergency assistance

i. Provide direct communications to and from the diver at all times.

j. Provide OUC with 4 unrestricted copies of all photos and video on CD.

k. Any materials and or equipment delivered in advance of the Supplier mobilizing on site to be received by OUC on behalf of the Supplier shall include specific handling, and storage instructions. The Supplier shall maintain responsibility and liability for all equipment included as part of this contract through final acceptance of the project by OUC.

l. The storage and protection of the material on site shall be the responsibility of the Supplier once the supplier has mobilized and accepted any materials and equipment that have been received in advance by OUC on the Supplier’s behalf.

m. The Supplier shall comply with all local, state, and federal regulations. OUC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Supplier is meeting all regulatory and specification requirements.

n. Once the Supplier is on site they shall provide the OUC Designated Representative with updates as agreed to between both parties on their schedule, and give notice of any possible delays of completion with corrective action taken.

o. Any damage to OUC's or associated 3rd party property, including landscaping, due to the incompetence or negligence of the Supplier's personnel, including subcontractor(s), or malfunctioning of non-OUC equipment will be the responsibility of the Supplier. The Supplier shall reimburse OUC for any cost to repair damages, beyond reasonable wear, caused by the Supplier to OUC's facilities. OUC, at its option, may proceed to repair the damage, and advise the Supplier of the cost.

p. The Supplier shall assign a "Point of Contact" from their office in addition to the job superintendent to coordinate scheduling and all other concerns between OUC and the Supplier.

q. All of the Supplier's vehicles and large pieces of equipment must have the company logo clearly visible somewhere on the exterior body.

r. While on OUC property performing the services, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices. The Supplier shall be licensed as required by the City, County, State or Federal governmental agencies to perform the work covered by this proposal.

s. The Supplier shall furnish a copy of the insurance certificates for all insurances required in the general conditions section of the service agreement prior to starting any work on site.

t. Supplier's personnel performing services on site shall be required to attend and abide by the site specific contractor orientation training prior to performing any services on site. This training generally runs a one (1) to one-and-a-half (1.5) hours to complete.

u. <u>All applicable Power Plant water tanks can be isolated/tagged out during inspection and or cleaning services as necessary with the following limitations: The Indian River Plant Demineralized Water Tanks may be limited for the services to be performed in the AM to early PM hours only within any given day in order for the units to remain available for operation during the peak power demand times.</u>

IV. <u>Support Provided by OUC</u>

a. OUC will provide for any applicable tanks to isolated/ tagged out while being serviced.

b. Drawings or Photos as available.

c. OUC employee will be present onsite during operational period.

d. Timely Site Access.

e. Supplier's site personnel my utilize OUC site restroom facilities.

f. OUC will provide for onsite power source. Supplier responsible for everything required to get power from OUC power source to the work area.

B. Specifications and Requirements for Water Production Facility Water Tanks

V. Orlando Utilities Water Production consists of eleven (11) ground storage tanks and three (3) overhead storage tanks to be inspected and cleaned. The services shall include all materials, labor, tools and equipment necessary to complete the work for each tank. All reservoirs and tanks are to remain in operation during this process.

VI. Tank Specifications

a. Approximate capacity of Pine Hills Concrete Water Storage Tank #1 is two (2) million gallons.

   i. 150' in diameter.

   ii. 72 to 77 degree F water temp.

   iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

b. Approximate capacity of Pine Hills Concrete Water Storage Tank #2 is two (2) million gallons.

   i. 150' in diameter.

   ii. 72 - 77 degree F water temp

   iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

c. Approximate capacity of Sky Lake Concrete Water Storage Tank is three (3) million gallons.

   i. 133' in diameter

   ii. 72 – 77 degree F water temp

   iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

d. Approximate capacity of Southwest Concrete Water Storage Tank #1 is three (3) million gallons.

i. 13,530’ sq feet.

ii. 72 - 77 degree F water temp.

iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

e. Approximate capacity of Southwest Concrete Water Storage Tank #2 is three (3) million gallons

i. 13,530’ sq feet.

ii. 72 – 77 degree F water temp.

iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

f. Approximate capacity of Conway Concrete Water Storage Tank #1 is three-and-a-half (3.5) million gallons

i. 38,000’ sq feet.

ii. 72 - 77 degree water temp.

iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

g. Approximate capacity of Conway Concrete Water Storage Tank #2 is two (2) million gallons

i. 23,310’ sq feet.

ii. 72 – 77 degree F water temp.

iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

h. Approximate capacity of Navy Concrete Water Storage Tank is two (2) million gallons

i. 23,108’ sq feet.

ii. 72 to 77 degree F water temp.

iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for

Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

i. Approximate capacity of Lake Highland Concrete Water Storage Tank is five (5) million gallons
    i. 30,856’ sq feet.
    ii. 72 – 77 degree F water temp.
    iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

j. Approximate capacity of Kirkman Concrete Water Storage Tank is two (2) million gallons
    i. 22,680’ sq feet.
    ii. 72 - 77 degree F water temp.
    iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

k. Approximate capacity of Southeast Concrete Water Storage Tank is one (1) million gallons
    i. 97’ Diameter.
    ii. 72 to 77 degree F water temp.
    iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

l. Approximate capacity of Hiawassee Elevated Steel Water Storage Tank is (.5) million gallons
    i. 55’6” Diameter.
    ii. 72 to 77 degree F water temp.
    iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

m. Approximate capacity of Metro West Elevated Steel Water Storage Tank is (.3) million gallons

   i. 46'8" Diameter.

   ii. 72-77 degree F water temp.

   iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

n. Approximate capacity of Dr. Philips Elevated Steel Water Storage Tank is (.75) million gallons

   i. 56'0" Diameter.

   ii. 72-77 degree F water temp.

   iii. Tank access is from Top Manway Cover. There is approximately three (3) inches of very fine sediment on bottom of tank. Availability Times for Services to be provided is flexible but are to be completed by the end of the Fourth Quarter of 2023. The exact times are flexible and are to be coordinated with the OUC site designee.

VII. <u>Water Tank Inspection</u>

a. Florida Administrative Code 62-555.350(2) states that water tanks shall be inspected for structural and coating integrity at least every five (5) years by personnel under the responsible charge of a professional engineer licensed in Florida. (An in house engineer from OUC will be available to sign each report.)

b. Exterior inspections shall consist of, but not limited to: paint condition, corrosion protection, man ways, anchor bolts, ladder and safety cage, overflow pipe, roof, vents, and hatches.

c. Interior inspections shall consist of, but not limited to: floor, man ways, influent/effluent pipe, paint condition, overhead, overflow and water quality.

d. The intent of these inspections is to evaluate the existing conditions of the water storage facilities, such as but not limited to failure protection coatings, structural conditions, general conditions and water quality. The contractor shall provide photos that reveal the general conditions of the facilities and close-ups highlighting any discrepancies with the facilities (interior and exterior) that are encountered in the inspections.

e. The Supplier shall furnish to OUC an inclusive list of the equipment, personnel and gear to be used both underwater and topside. This includes cameras, monitors, diver's apparel, communications equipment and air supplies.

f. A storage tank daily log shall be utilized by the contractor to establish a permanent record depicting times of entry, conditions of entry, time of exiting and conditions of personnel exiting the reservoirs/tanks. This log will serve as the confined entry permit.

g. The inspection report shall be complete and comprehensive including corrective actions to be taken. Photographs and video documentation shall clearly note the condition and discrepancies of all water storage facilities inspected. As part of the proposal, the supplier will provide examples of previous reports provided to other customers for whom they have performed the services described herein. Overall evaluation of the tank's condition shall be conducted and reported in accordance with AWWA standard D101.

h. The Supplier shall provide proof of compliance that they are registered with the Florida Secretary of State to work in Florida, workers compensation insurance certificates, documentation or certificates of diver's skills and proficiency and all diver's medical information and criminal background checks.

i. This is considered a sanitary dive and all equipment and gear are to be disinfected in accordance with AWWA standards D101 (Inspecting Steel Tanks, Standpipes, Reservoirs and Elevated Tanks for Water Storage). At a minimum:

j. All of the equipment is used in potable water applications only.

k. All of the equipment is cleaned with a chlorine solution of 200 parts per million after each use.

l. All equipment is then rinsed with fresh water and allowed to dry.

m. All of the equipment is then stored in plastic containment until it is used again.

n. This process is to be repeated after each use.

o. This process includes not only the diving equipment and cameras, but also ancillary items such as depth gauges, tools, etc.

VIII. Water Tank Cleaning

a. All Water Production tanks can be isolated during inspection and or cleaning services as necessary with the following limitations: The Sky Lake Specification Item 10, Navy Specification Item 15 and Kirkman Specification Item 17 Tanks have an approximate 4 hour maximum time duration the tank can be off line in a given day. Per the Florida Administrative Code 62-555, all water storage tanks must have any sludge deposits removed from inside the tank every five (5) years. It is OUC's desire to have all sludge deposits removed as part of this contract. The sludge must be vacuumed off the bottom of the tanks.

b. It is the Supplier's responsibility to ensure the safety of all their personnel. All procedures and practices utilized by the Supplier will conform and comply with confined space regulatory procedures while incorporating safety procedures that surpass applicable OSHA regulations for diving procedures.

c. The Supplier shall utilize surface supplied air to conduct all confined tank entry. Backup air supplies shall be monitored and regulated by a tender who monitors air supply while having open communications with personnel entering the tank. The contractor's procedures for air emergencies shall be known and practiced by al personnel and provided as part of the response to this proposal.

d. All personnel entering the tanks shall be certified to use a full helmet equipped with surface supplied air and communications. Additionally, the Supplier shall utilize a one piece dry suit that allows total isolation from water.

IX. Supplier Requirements

a. Any waste material resulting from the cleaning is the responsibility of the Supplier and such waste material is required to be disposed of by the Supplier in accordance with all applicable local, state, and federal regulations.

b. A description of findings and corresponding photographs must be submitted within one month of completion of work. The inspection and cleaning must be completed under the supervision of a Florida licensed Professional Engineer. Florida licensed Professional Engineer must sign all completed documentation.

c. Provide before and after photos verifying the silt/sediment removal and tank inspection. The diver must provide an underwater camera to document all aspects of this service.

d. Provide a comprehensive survey of tank bottom to identify and mark corrosion or liner problems (black underwater marking device needed).

e. Supplier will perform all necessary **API 650 and API 653** inspections required of this 10 year in service tank. Three hard copies and one soft copy of this report will be supplied to OUC.

f. Supplier is required to have an API certified inspector confirm all inspections to ensure that OUC is in compliance.

g. Provide to OUC Designated Rep prior to the start of project a "Confined Space / Rescue Plan", for review.

h. Notify OUC Designated Rep at the start and end of each day's inspection for the purpose of aid if emergency assistance is required.

i. Provide direct communications to and from the diver at all times.

j. Provide OUC with 4 unrestricted copies of all photos and video on CD.

k. Any materials and or equipment delivered in advance of the Supplier mobilizing on site to be received by OUC on behalf of the Supplier shall include specific handling, and storage instructions. The Supplier shall maintain responsibility and liability for all equipment included as part of this contract through final acceptance of the project by OUC.

l. The storage and protection of the material on site shall be the responsibility of the Supplier once the supplier has mobilized and accepted any materials and equipment that have been received in advance by OUC on the Supplier's behalf.

m. The Supplier shall comply with all local, state, and federal regulations.

n. OUC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Supplier is meeting all regulatory and specification requirements.

o. Once the Supplier is on site they shall provide the OUC Designated Representative with updates as agreed to between both parties on their

schedule, and give notice of any possible delays of completion with corrective action taken.

p. Any damage to OUC's or associated 3rd Party property, including landscaping, due to the incompetence or negligence of the Supplier's personnel, including subcontractor(s), or malfunctioning of non-OUC equipment will be the responsibility of the Supplier. The Supplier shall reimburse OUC for any cost to repair damages, beyond reasonable wear, caused by the Supplier to OUC's facilities. OUC, at its option, may proceed to repair the damage, and advise the Supplier of the cost.

q. The Supplier shall assign a "Point of Contact" from their office in addition to the job superintendent to coordinate scheduling and all other concerns between OUC and the Supplier.

r. All of the Supplier's vehicles and large pieces of equipment must have the company logo clearly visible somewhere on the exterior body.

s. While on OUC property performing the services, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices.

t. The Supplier shall be licensed as required by the City, County, State or Federal governmental agencies to perform the work covered by this proposal.

u. The Supplier shall furnish a copy of the insurance certificates for all insurances required in the general conditions section of the service agreement prior to starting any work on site.

X. Support Provided By OUC

a. Tank Photos or drawings as available per Appendix B.

b. All water in compliance with FDEP drinking water standards.

c. OUC employee will be present onsite during operational period.

d. Timely Site Access.

e. Supplier's site personnel my utilize OUC site restroom facilities.

f. OUC will provide for onsite power source. Supplier responsible for everything required to get power from OUC power source to the work area.

C. Specifications and Requirements for Chilled Water Facility Water Tanks

XI. Approximate capacity of Thermal Storage Tank eighteen (18) million gallons

a. Measurements: 60' high, 260' in diameter.

b. 38 degree water temp.

c. Tank access is from top of tank (ladder). There is approximately 1-5 inches of very fine sediment on bottom of tank. Availability Times for Services to be provided are from third quarter of 2023 to fourth quarter of 2023.

d. The Tank is located on Lockheed Martin Site in Central Florida located at 5600 Sand Lake Road Orlando, FL 32819.

XII. Supplier Requirements

a. Any waste material resulting from the cleaning is the responsibility of the Supplier and such waste material is required to be disposed of by the Supplier in accordance with all applicable local, state, and federal regulations.

b. Provide before and after photos verifying the silt/sediment removal and tank inspection. The diver must provide an underwater camera to document all aspects of this service.

c. Provide a comprehensive survey of tank bottom to identify and mark corrosion or liner problems (black underwater marking device needed).

d. Supplier will perform all necessary **API 650 and API 653** inspections required of this 10 year in service tank. Three hard copies and one soft copy of this report will be supplied to OUC.

e. Supplier is required to have an API certified inspector confirm all inspections to ensure that OUC is in compliance.

f. Provide to OUC prior to the start of project a "Confined Space / Rescue Plan", for review.

g. Notify Lockheed Martin Security Dispatch at the start and end of each day's inspection for the purpose of aid if emergency assistance is required.

h. Obtain security clearance for all personnel that will be onsite through Lexis Nexis which provides background checks for any 3rd parties doing work on Lockheed Martin site. This cost will be paid by the Supplier.

i. Provide direct communications to and from the diver at all times.

j. Provide OUC with 4 unrestricted copies of all photos and video on CD.

k. Any materials and or equipment delivered in advance of the Supplier mobilizing on site to be received by OUC on behalf of the Supplier shall include specific handling, and storage instructions. The Supplier shall maintain responsibility and liability for all equipment included as part of this contract through final acceptance of the project by OUC.

l. The storage and protection of the material on site shall be the responsibility of the Supplier once the supplier has mobilized and accepted any materials and equipment that have been received in advance by OUC on the Supplier's behalf.

m. The Supplier shall comply with all local, state, and federal regulations.

n. OUC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Supplier is meeting all regulatory and specification requirements.

o. Once the Supplier is on site they shall provide the OUC Designated Representative with updates as agreed to between both parties on their schedule, and give notice of any possible delays of completion with corrective action taken.

p. Any damage to OUC or Lockheed Martin property, including landscaping, due to the incompetence or negligence of the Supplier's personnel, including subcontractor(s), or malfunctioning of non-OUC equipment will be the

responsibility of the Supplier. The Supplier shall reimburse OUC for any cost to repair damages, beyond reasonable wear, caused by the Supplier to OUC's facilities. OUC, at its option, may proceed to repair the damage, and advise the Supplier of the cost.

q. The Supplier shall assign a "Point of Contact" from their office in addition to the job superintendent to coordinate scheduling and all other concerns between OUC and the Supplier.

r. All of the Supplier's vehicles and large pieces of equipment must have the company logo clearly visible somewhere on the exterior body.

s. While on OUC or Lockheed Martin property or while conducting services on OUC's behalf, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices.

t. The Supplier shall be licensed as required by the City, County, State or Federal governmental agencies to perform the work covered by this proposal.

u. The Supplier shall furnish a copy of the insurance certificates for all insurances required in the general conditions section of the service agreement prior to starting any work on site.

XIII. Tank Vacuuming Requirements

a. All water and sediment vacuumed from the tank and must be filtered utilizing a weir system and 1 micron bags filters and all water must be returned to the tank. A dumpster shall be provided for depleted bag filters. OUC will bear the cost of disposal. The cost of the filters and weir tank shall be at the expense of the vendor.

XIV. Support Provided By OUC

a. OUC will isolate the tank for a period of ten days to allow for the completion of this project and ensure the safety of the divers.

b. Chemical analysis of tank water per Appendix C.

c. Tank Photos per Appendix C.

d. OUC employee will be present onsite during operational period.

e. Timely Site Access.

f. Supplier's site personnel my utilize site restroom facilities.

g. OUC will provide for onsite power source. *Supplier responsible for everything required to get power from OUC power source to the work area.*

ATTACHMENT B: PRICE SCHEDULE

Please refer to the Excel spreadsheet titled “Attachment B Price Schedule”.

ATTACHMENT B: PRICING SCHEDULE FOR RFP18 4601 OQ WATER TANK INSPECTION AND CLEANING SERVICES

DESCRIPTION	SPEC ITEM (REFERENCE ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS)	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
MOB AND DEMOB COST PER EACH ADDITIONAL INSPECTION ONLY SERVICE CALL OUT	ALL	$ -	[redacted]		
MOB AND DEMOB COST PER EACH ADDITIONAL CLEANING ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL COMBINED INSPECTION AND CLEANING SERVICE CALL OUT	ALL	$ -			

POWER PRODUCTION TANKS

STANTON ENERGY CENTER TANKS

LINE ITEMS 1 & 2 SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 525,000 GALLON POTABLE WATER STORAGE TANK	I(a)	$ -	$ -	$ -	$ -
THE 147,530 GALLON UNDERGROUND CLEARWELL	I(b)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
STANTON ENERGY CENTER TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

INDIAN RIVER PLANT TANKS

LINE ITEMS 3, 4, 5, 6, & 7 SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 160,000 GALLON CONDENSATE STORAGE TANK	II(b)	$ -	:	$ -	$ -
THE 160,000 GALLON SOUTH DI STORAGE TANK	II(c)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 280,000 GALLON POTABLE WATER STORAGE TANK	II(d)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 280,000 GALLON RAW WATER STORAGE TANK	II(e)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 400,000 GALLON NORTH DI STORAGE TANK	II(f)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
INDIAN RIVER PLANT TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

WATER PRODUCTION TANKS

LINE ITEMS 8 & 9 SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 1	VI(a)	$ -	$ -	$ -	$ -
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 2	VI(b)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(a)	$ -	$ -	$ -
SKY LAKE, 3 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(c)	$ -	$ -	$ -	$ -

LINE ITEMS 11 & 12 SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(d)	$ -	$ -	$ -	$ -
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(e)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(d)	$ -	$ -	$ -

LINE ITEMS 13 & 14 SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
CONWAY 3.5 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(f)	$ -	$ -	$ -	$ -
CONWAY 2 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(g)	$ -	$ -	$ -	$ -
NAVY, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(h)	$ -	$ -	$ -	$ -
LAKE HIGHLAND, 5 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK	VI(i)	$ -	$ -	$ -	$ -
KIRKMAN, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(j)	$ -	$ -	$ -	$ -
SOUTHEAST, 1 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(k)	$ -	$ -	$ -	$ -
HIAWASSEE, .5 MILLION GALLON ELEVEATED STEEL WATER STORAGE TANK	VI(l)	$ -	$ -	$ -	$ -
METRO WEST, .3 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(m)	$ -	$ -	$ -	$ -
DR. PHILLIPS, .75 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(n)	$ -	$ -	$ -	$ -
WATER PRODUCTION TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

CHILLED WATER TANK

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
CONSIST OF A 10 YEAR TANK INSPECTION AND SILT/SEDIMENT VACUUMING. THE SILT/SEDIMENT IS NOT REQUIRED TO BE FILTERED AND WILL BE DISCHARGED INTO THE SANITARY SEWER LOCATED NEXT TO THE TANK	XI	$ -	$ -	$ -	$ -
CHILLED WATER TANK SUBTOTAL COST		$ -	$ -	$ -	$ -
GRAND TOTAL COST MOB/DEMOB, INSPECTION, & CLEANING		$ -	$ -	$ -	$ -

Pricing Clarifications:

(1) Is the price firm for the duration of the contract term?
_____Yes _____No

(2) Does your firm utilize robots for any part of the inspections?
_____Yes _____No

(3) Can your firm perform the work within the times specified for each tank?
_____Yes _____No
If no, please specify when your firm could complete the work for the tanks.

(4) Does your firm video the inspections or photgraph only?
_____Video Inspection _____Photograph Inspection
_____Both _____ Other

(5) Does your firm offer any discounted payment terms for early payment?
_____Yes _____No
If yes, please specify the discounted payment term offered by your firm.

ATTACHMENT C: INVITATION TO PRE-RESPONSE CONFERENCE

N/A – Not Applicable; No Pre-Response Conference Scheduled

Date: Click here to enter the meeting date. **Time:** Click here to enter the meeting time. Eastern Standard Time (EST)

Location: *(Address/floor/room)* Orlando Utilities Commission (OUC)
Click here to enter the OUC location's address of where the meeting will take place.

Conference Number: Click here to enter the call-in number and bridge number, if applicable.

Video Conferencing: Click here to enter information about attending the meeting via video conference, if applicable.

Attendance is: **Mandatory** ☐ **Not Mandatory** ☐

RSVP: Please RSVP via email to the Buyer of Record at least 48 hours in advance of the meeting, and bring the RFP containing the specifications and government issued photo identification when you attend. Also, please email any questions two days prior to the meeting.

Questions/Directions: If you have any questions about the Pre-Response Conference, or if you need driving directions, please contact:

Click here to enter the phone number, fax number, and email address of the meeting's contact person.

Objective: Click here to enter a brief description about what you hope to achieve during the meeting.

Agenda: Click here to enter the meeting's duration, and a list of topics that will be covered.

Notes: Click here to enter suggestions for what to wear or bring if participants will be touring locations (i.e. "wear closed-toe shoes," or "bring an umbrella."

Special Instructions: Click here to enter instructions for signing in at the guard's desk.

ATTACHMENT D: DRAWINGS

APPENDIX A:
POWER PLANTS
SITE MAP
TANK DRAWINGS OR PHOTOS

APPENDIX B:
WATER PRODUCTION PLANTS
SITE MAP
TANK DRAWINGS AND OR PICTURES

APPENDIX C:
CHILLED WATER PLANT
TANK PICTURES
WATER ANALYSIS REPORT

CD 1 of 1

RFP18 4601 OQ Water Tank Cleaning & Inspection Services

Appendix A: Power Plants, Site Map, Tank Drawings or Photos

Appendix B: Water Production Plants, Site Map, Tank Drawings and or Picture

Appendix C: Chilled Water Plant, Tank Pictures, Water Analysis Report

September 25, 2018

To: All Prospective Proposers

Subject: Addendum No. 1 to RFP18 4601 OQ for Water Tank Inspection and Cleaning Services

The purpose of this Addendum is to address clarifications and questions in response to the subject solicitation.

1. **Question**:
   In regards to the API inspection on the elevated storage tanks, does OUC want a full API 650/653 inspection in which the tanks are drained or a general API 650/653 external inspection?

   Answer:
   The inspection should be an internal and external inspection without draining the tank.

2. **Question**:
   Is it possible to get pictures of the (3) elevated storage tanks?

   Answer:
   Please see Attachment A below.

A. The requirement of an inspector that possesses an API certification is no longer a pre-requisite for responding or participating in this RFP. Respondents may submit the certification in their proposal; however, it is neither a requirement nor a pre-requisite to participate.

B. All responses to the RFP must be received no later than 2:00 PM (EST) Friday October 5, 2018 (10/05/2018) and are to be submitted through VendorLink. Hard copies of the proposals will also be accepted at the guard's desk of the downtown Reliable Plaza location:

   Orlando Utilities Commission
   Reliable Plaza
   Attn: Devin Finegan – 7th Floor
   100 W. Anderson St.
   Orlando, FL 32801

C. The question deadline has been extended to Thursday September 27, 2018 (09/27/2018). All questions concerning this solicitation are to be e-mailed to dfinegan@ouc.com no later than 5:00 PM (EST). Should any additional questions arrive prior to the aforementioned deadline, an Addendum will be posted no later than 5:00 PM (EST) Friday September 28, 2018 (09/28/2018).

D. The submitted proposal must acknowledge that this Addendum was received or the participating firm could be considered non-responsive. The form below can be utilized for acknowledgement purposes for this and any subsequent Addendums (see Attachment B).

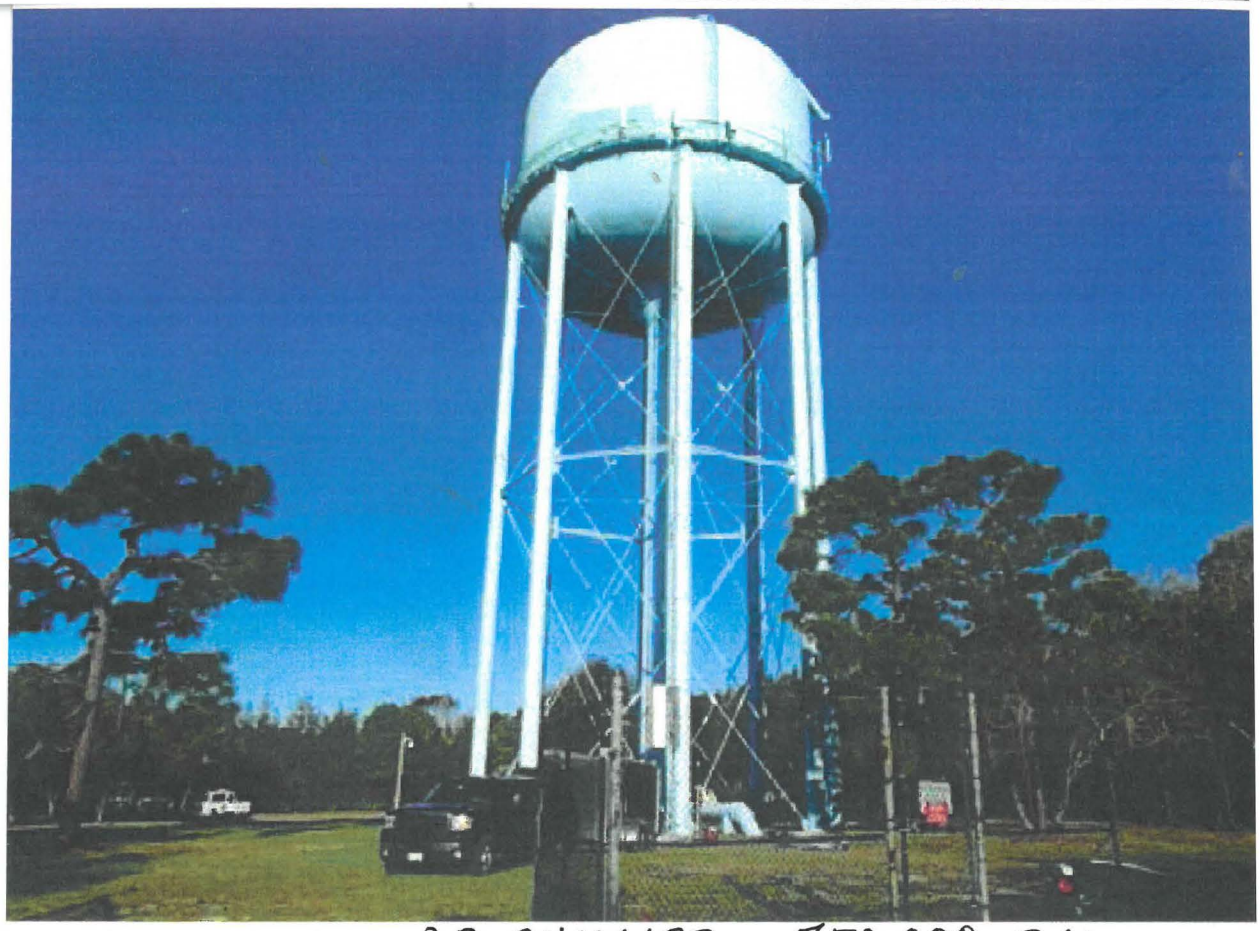
Reminder:
In other respects, except as specifically stated above, the subject RFP remains unchanged.

Note:
There shall be no communication between the Supplier, their employees, or subcontractors concerning this RFP to anyone within Orlando Utilities Commission except for the Buyer of Record.

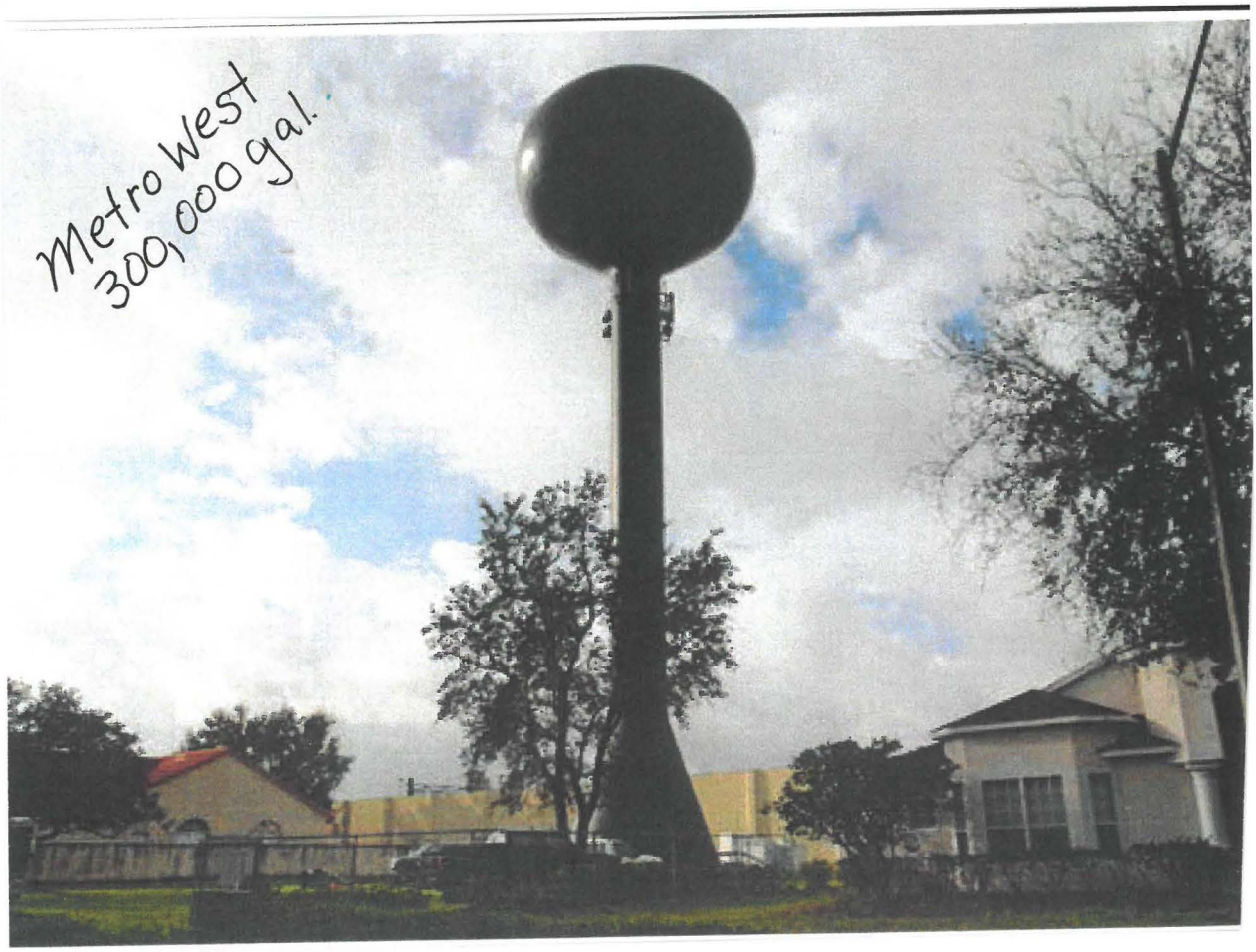
Sincerely,

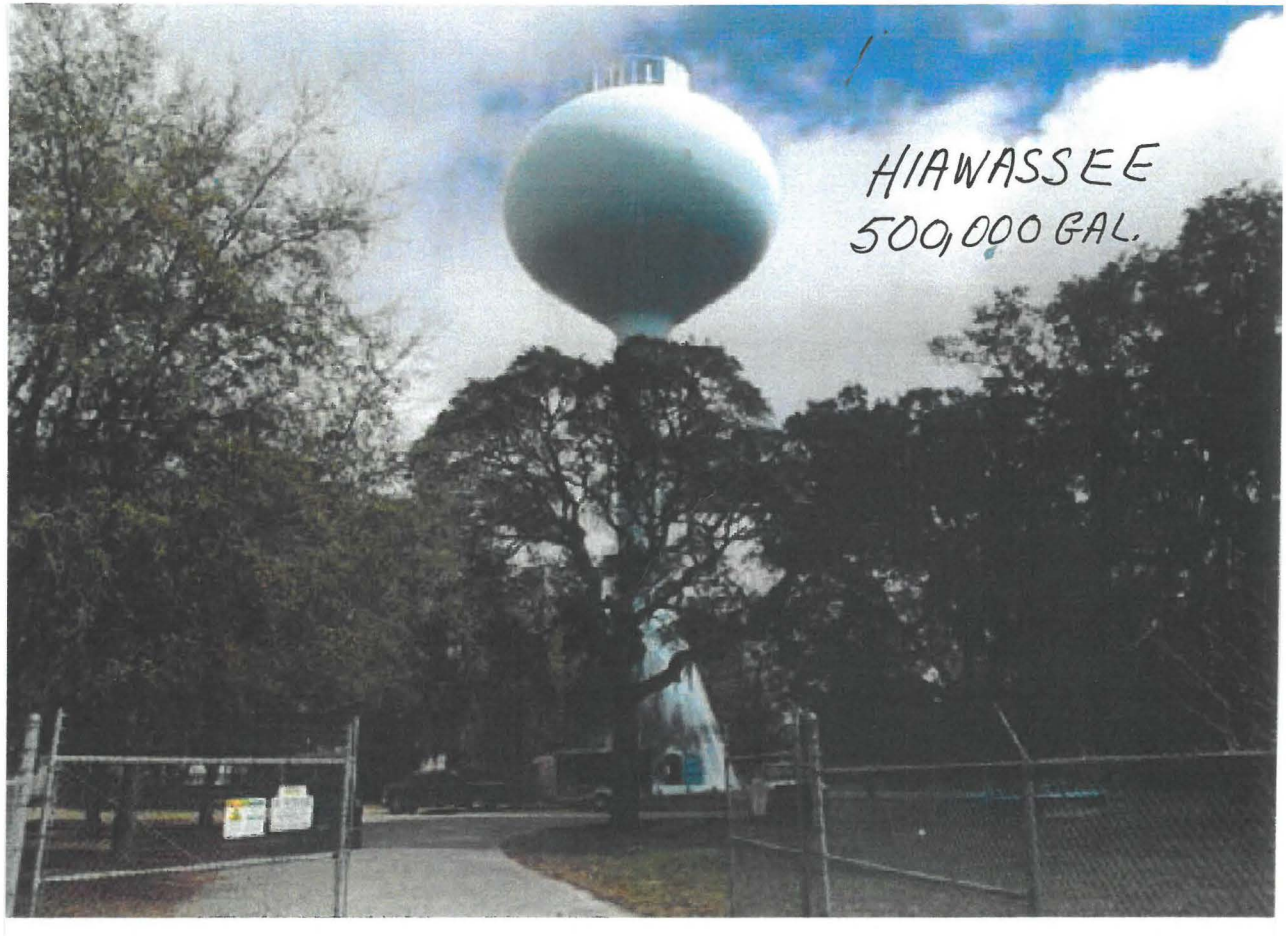
Devin M. Finegan
Associate Buyer

ATTACHMENT A: CAD DRAWINGS AND PHOTOGRAPHS OF THE ELEVATED TANKS

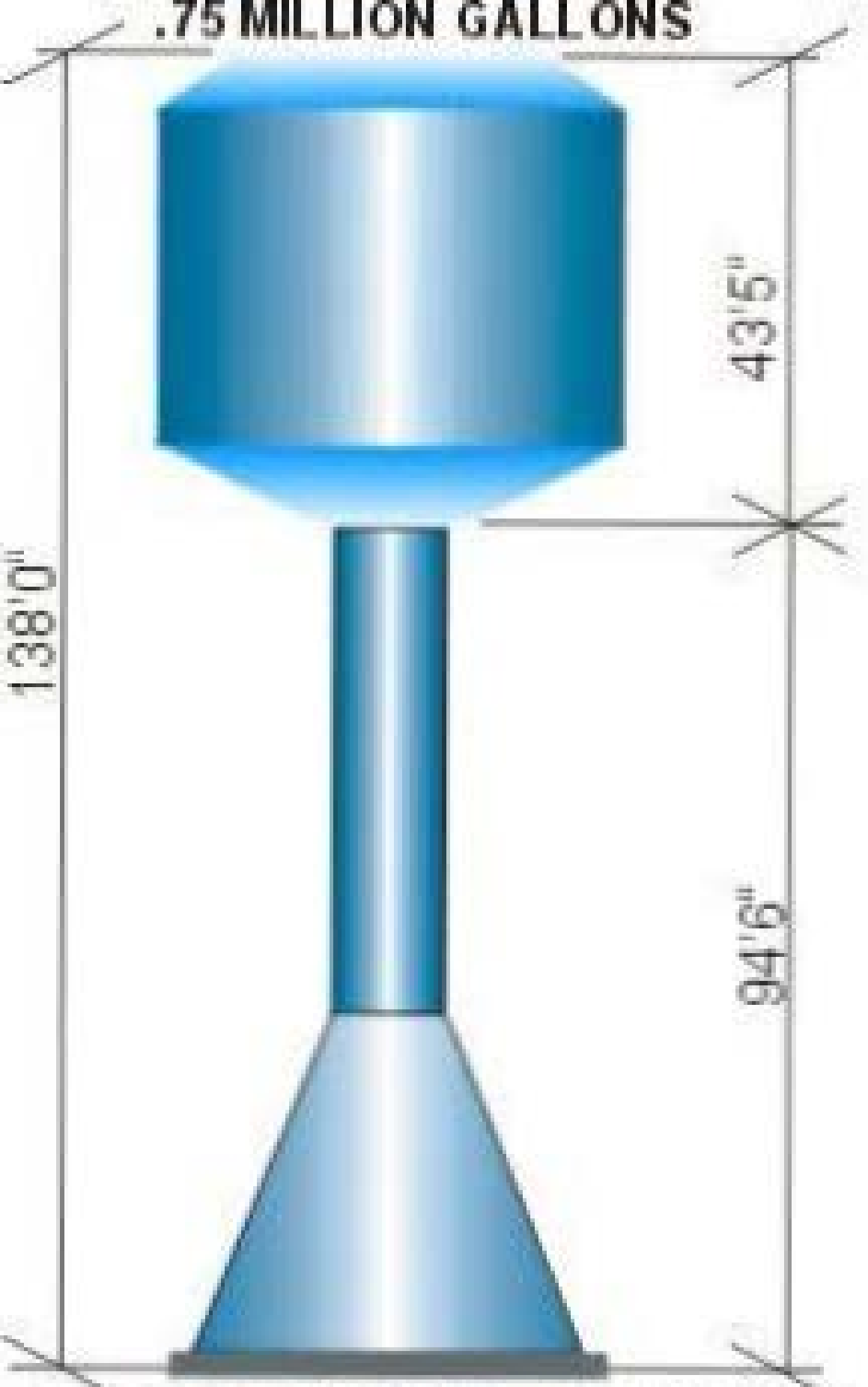


DR. PHILLIPS 750,000 GAL



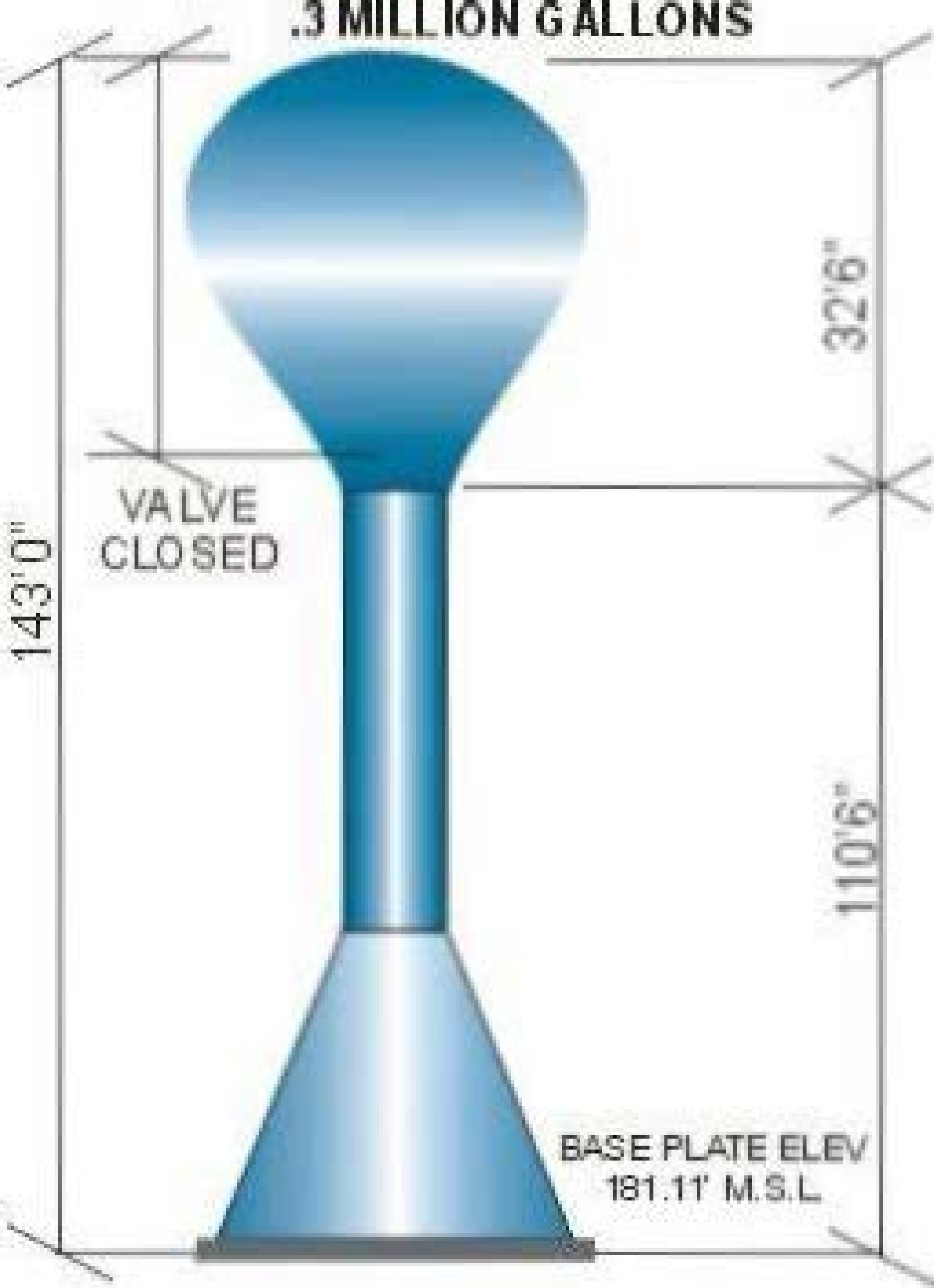

HIAWASSEE
500,000 GAL.

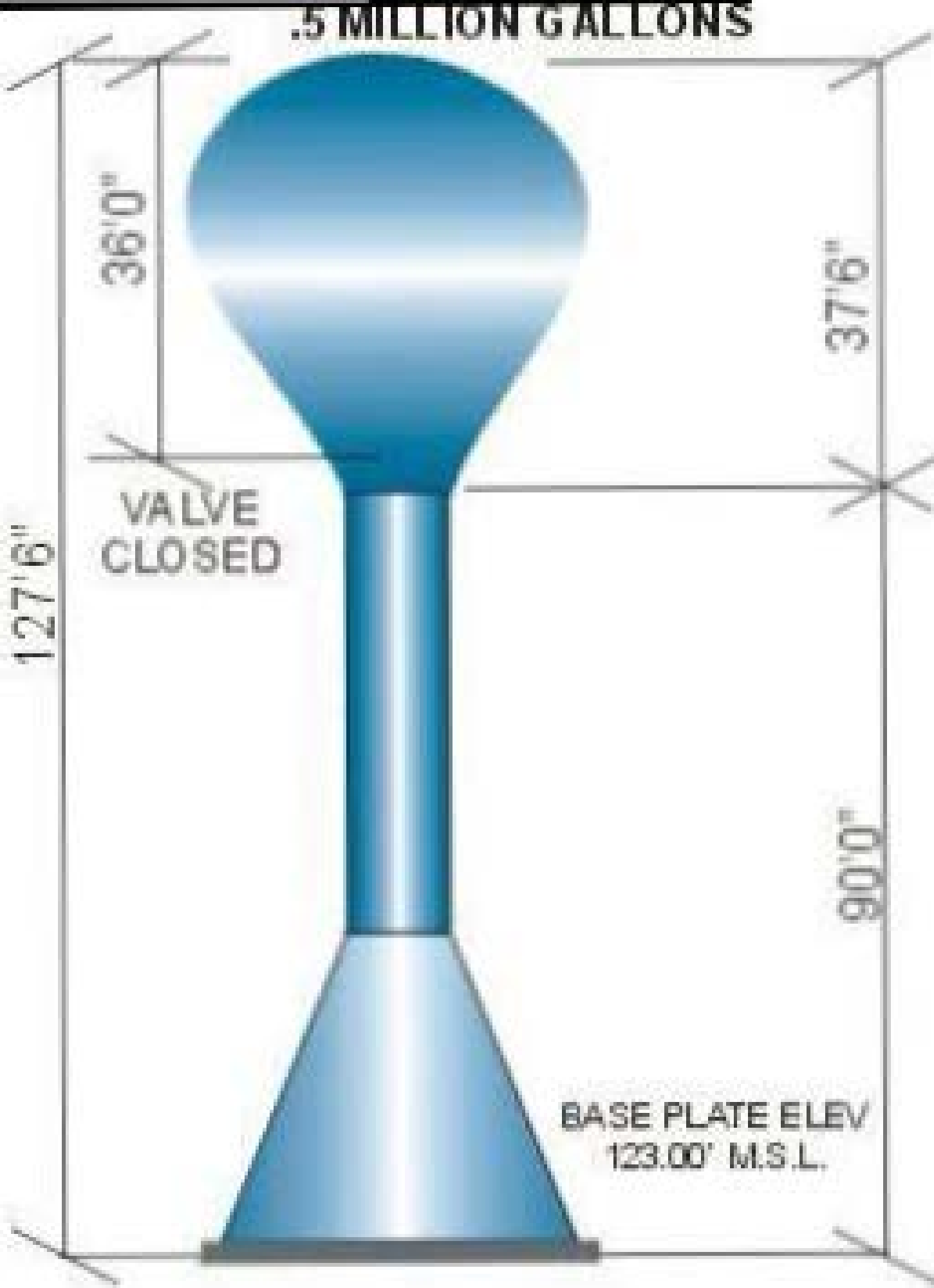
.75 MILLION GALLONS



BASE PLATE ELEV. - 161.50' M.S.L.

LAT 28 27 51.51 LONG 81 29 31.57


.3 MILLION GALLONS
143'0"
32'6"
VALVE
CLOSED
110'6"
BASE PLATE ELEV
181.11' M.S.L.


.5 MILLION GALLONS
36'0"
37'6"
VALVE
CLOSED
127'6"
90'0"
BASE PLATE ELEV
123.00' M.S.L.

ATTACHMENT B: ADDENDUM ACKNOWLEDGEMENT

Addendum Acknowledgement
RFP18 4601 OQ for Water Tank Inspection and Cleaning Services

The undersigned Proposer/Bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1_____ Dated_____

Addendum No. 2 _____ Dated_____

Addendum No. 3 _____ Dated_____

Addendum No. 4 _____ Dated_____

September 28, 2018

To: All Prospective Proposers
Subject: Addendum No. 2 to RFP18 4601 OQ for Water Tank Inspection and Cleaning Services

The purpose of this Addendum is to address clarifications and questions in response to the subject solicitation.

1. **Question**:
   Would it be acceptable to use a Remote Operated Vehicle (ROV) for the cleaning and inspections in lieu of a certified diver?

   Answer:
   ROV's are unacceptable and we must have certified divers performing the Scope of Work under the solicitation.

2. **Question**:
   The specification listed under Attachment A: VII. Water Tank Inspection (a) of the RFP, states that an in-house OUC engineer is going to sign off on each completed water tank inspection report. Does this waive the firm's requirement of having to mobilize its personnel under the responsibility of a Florida licensed professional engineer at each job site?

   Answer:
   Yes, this does waive the requirement.

3. **Question**:
   Could you provide the addresses for the Water Production facilities?

   Answer:
   Due to security reasons, we are unable to release the exact addresses of the facilities. Each facility is located within a 25 mile radius of OUC's downtown location and within 25 miles of the IRP location.

   The downtown location is found at:

   100 West Anderson Street
   Orlando, Florida 32801

   The IRP location is found at:

   7800 South US Highway 1
   Titusville, Florida 32780

4. **Question:**
   Will filtration and / or sediment bags be required on any of the tanks? It says "may be used", but it's not listed as a requirement. There is also differing language in regard to removing sediment from the job site. We generally discharge the sediment mixture into a nearby basin or storm drain; will this be acceptable on all tanks?

Answer:
Any waste material resulting from the cleaning is the responsibility of the Supplier and such waste material is required to be disposed of by the Supplier in accordance with all applicable local, state, and federal regulations. With regards to the Water Production Tanks, no filter bags were necessary in performing the services as stated under the RFP's Scope of Work. Regarding the OUC chilled water tank, if it is cleaned then the water must be vacuumed, filtered and returned to the tank. The Supplier is not allowed to discharge any water into any drains on site. All filter bags and sludge must be transported to the appropriate landfill. Ultimately, the awarded Supplier will need to take whatever steps are necessary (which may include filtration and/or sediment bags depending on the turbidity of the mixture being discharged) to comply with the prescribed statutes and regulations under Florida law.

5. **Question:**
There are multiple tanks with baffle walls which may require multiple access points. With the exception of Conway 3.5MG, the drawings do not show locations of hatches with respect to baffle wall locations. Do you have additional as-builts to show the access locations for these reservoirs?

Answer:
Please utilize the provided pictures in Appendices A – C on VendorLink. The PDF identified as "Appendix C Lockheed Martin Tank Photos" specifically shows where the access hatch on top of the chilled water tank is located.

6. **Question:**
Can a Supplier choose to bid on specific portions of the RFP, or must a Supplier bid on the entire Scope of Work?

Answer:
No, the awarded Supplier must bid on all portions of the Scope of Work.

A. The submitted proposal must acknowledge that this Addendum was received or the participating firm could be considered non-responsive. All responses to the RFP must be received no later than 2:00 PM (EST) Friday October 5, 2018 (10/05/2018) and are to be submitted through VendorLink. Hard copies of the proposals will also be accepted at the guard's desk of the downtown Reliable Plaza location:

Orlando Utilities Commission
Reliable Plaza
Attn: Devin Finegan – 7th Floor
100 West Anderson Street
Orlando, Florida 32801

Reminder:
In other respects, except as specifically stated above, the subject RFP remains unchanged.

Note:
There shall be no communication between the Supplier, their employees, or subcontractors concerning this RFP to anyone within Orlando Utilities Commission except for the Buyer of Record.

Sincerely,

Devin M. Finegan
Associate Buyer

October 2, 2018

To: All Prospective Proposers

Subject: Addendum No. 3 to RFP18 4601 OQ for Water Tank Inspection and Cleaning Services

The purpose of this Addendum is to address clarifications and questions in response to the subject solicitation.

A. Please utilize the revised Pricing Schedule that has been uploaded to VendorLink as "RFP18 4601 OQ Attachment B Price Schedule ISSUED rev 10-2-18" in lieu of the previous Price Schedule.

B. All responses to the RFP must be received no later than 2:00 PM (EST) Friday October 5, 2018 (10/05/2018) and are to be submitted through VendorLink. Hard copies of the proposals will also be accepted at the guard's desk of the downtown Reliable Plaza location:

Orlando Utilities Commission
Reliable Plaza
Attn: Devin Finegan – 7th Floor
100 W. Anderson St.
Orlando, FL 32801

C. The submitted proposal must acknowledge that this Addendum was received or the participating firm could be considered non-responsive.

Reminder:
In other respects, except as specifically stated above, the subject RFP remains unchanged.

Note:
There shall be no communication between the Supplier, their employees, or subcontractors concerning this RFP to anyone within Orlando Utilities Commission except for the Buyer of Record.

Sincerely,

Devin M. Finegan
Associate Buyer

ATTACHMENT B: PRICING SCHEDULE FOR RFP18 4601 OQ WATER TANK INSPECTION AND CLEANING SERVICES

DESCRIPTION	SPEC ITEM (REFERENCE ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS)	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
MOB AND DEMOB COST PER EACH ADDITIONAL INSPECTION ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL CLEANING ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL COMBINED INSPECTION AND CLEANING SERVICE CALL OUT	ALL	$ -			

POWER PRODUCTION TANKS

STANTON ENERGY CENTER TANKS

LINE ITEMS I(a) - I(d) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 525,000 GALLON POTABLE WATER STORAGE TANK	I(a)	$ -	$ -	$ -	$ -
THE 147,530 GALLON UNDERGROUND CLEARWELL	I(b)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ -	$ -	$ -
STANTON ENERGY CENTER TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

INDIAN RIVER PLANT TANKS

LINE ITEMS II(b) - II(f) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
THE 160,000 GALLON CONDENSATE STORAGE TANK	II(b)	$ -	:	$ -	$ -
THE 160,000 GALLON SOUTH DI STORAGE TANK	II(c)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 280,000 GALLON POTABLE WATER STORAGE TANK	II(d)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 280,000 GALLON RAW WATER STORAGE TANK	II(e)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
THE 400,000 GALLON NORTH DI STORAGE TANK	II(f)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ -	$ -	$ -
INDIAN RIVER PLANT TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

WATER PRODUCTION TANKS

LINE ITEMS VI(a) - VI(b) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 1	VI(a)	$ -	$ -	$ -	$ -
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 2	VI(b)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(a)	$ -	$ -	$ -
SKY LAKE, 3 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(c)	$ -	$ -	$ -	$ -

LINE ITEMS VI(d) - VI(e) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(d)	$ -	$ -	$ -	$ -
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(e)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(d)	$ -	$ -	$ -

LINE ITEMS VI(f) - VI(g) SHOULD BE ONE (1) SINGLE MOB/DEMOB

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
CONWAY 3.5 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(f)	$ -	$ -	$ -	$ -
CONWAY 2 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(g)	$ -	$ -	$ -	$ -
NAVY, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(h)	$ -	$ -	$ -	$ -
LAKE HIGHLAND, 5 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK	VI(i)	$ -	$ -	$ -	$ -
KIRKMAN, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(j)	$ -	$ -	$ -	$ -
SOUTHEAST, 1 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(k)	$ -	$ -	$ -	$ -
HIAWASSEE, .5 MILLION GALLON ELEVEATED STEEL WATER STORAGE TANK	VI(l)	$ -	$ -	$ -	$ -
METRO WEST, .3 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(m)	$ -	$ -	$ -	$ -
DR. PHILLIPS, .75 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(n)	$ -	$ -	$ -	$ -
WATER PRODUCTION TANKS SUBTOTAL COST		$ -	$ -	$ -	$ -

CHILLED WATER TANK

DESCRIPTION	SPEC ITEM	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
CONSIST OF A 10 YEAR TANK INSPECTION AND SILT/SEDIMENT VACUUMING. THE SILT/SEDIMENT IS NOT REQUIRED TO BE FILTERED AND WILL BE DISCHARGED INTO THE SANITARY SEWER LOCATED NEXT TO THE TANK	XI	$ -	$ -	$ -	$ -
CHILLED WATER TANK SUBTOTAL COST		$ -	$ -	$ -	$ -
GRAND TOTAL COST MOB/DEMOB, INSPECTION, & CLEANING		$ -	$ -	$ -	$ -

Pricing Clarifications:

(1) Is the price firm for the duration of the contract term?
_____Yes _____No

(2) Does your firm utilize robots for any part of the inspections?
_____Yes _____No

(3) Can your firm perform the work within the times specified for each tank?
_____Yes _____No
If no, please specify when your firm could complete the work for the tanks.

(4) Does your firm video the inspections or photgraph only?
_____Video Inspection _____Photograph Inspection
_____Both _____ Other

(5) Does your firm offer any discounted payment terms for early payment?
_____Yes _____No
If yes, please specify the discounted payment term offered by your firm.

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REVISED 10-27-16

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GC 1.0 ENTIRE CONTRACT.

These General Terms and Conditions and the Contract for which they are being provided (including attachments thereto) (the "Contract") constitute the entire Contract between OUC and the Party providing goods, materials or services under the Contract (the "Supplier")

GC 2.0 SCOPE.

Supplier shall provide those services and related materials and equipment set forth in the Specifications of the Bid Package (the "Services") on or before the agreed dates (if applicable) scheduled for the performance of the Services.

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

All goods and services shall be subject to OUC's inspection at any time. OUC may accept or reject any or all goods and services within a reasonable time after receipt by OUC. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming goods and services, or to avail itself of any other remedies to which OUC may be entitled, notwithstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

GC 4.0 TITLE TO EQUIPMENT.

Title, free of any and all liens and encumbrances, and risk of loss or damage to materials and equipment provided by Supplier as part of the Services shall pass to OUC upon installation at the OUC designated facility at which the Services are to be performed (the "Facility").

GC 5.0 SITE ACCESS CONDITIONS.

OUC shall provide Supplier access to the Facility as necessary to perform the Services. Access shall be subject to Supplier's obligation to comply with the following conditions:

5.1 Supplier shall confine its activities to only those portions of the Facility necessary for performance of the Services.

5.2 Supplier shall take all safety measures reasonably necessary to protect OUC, its permitees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Supplier shall follow any and all safety and security procedures established by OUC for the Facility. In the event of a security emergency, OUC may deny Supplier access to a Facility or request that Supplier leave the Facility.

5.3 Supplier's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by OUC.

5.4 No work or activity performed as part of the Services shall cause OUC to be in

violation of any requirement of law nor shall Supplier or any agent, employee or representative violate any federal, state or local laws while performing Services.

GC 6.0 DRUG FREE WORKPLACE.

The Supplier's and subcontractor's personnel who perform the work in connection with this Contract shall conform to the Orlando Utilities Commission (OUC) Alcohol and Controlled Substance Abuse Policy. This policy may be found on the Orlando Utilities Commission's website, www.ouc.com under "Supplier Information".

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY.

The Supplier shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of OUC, and employees of other Suppliers or Subcontractors, and all public and private property including structures, sewers, and utilities, above and below ground.

GC 8.0 INSURANCE.

Except as otherwise specified in this Contract, the Supplier and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to OUC. It shall be the responsibility of the Supplier to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Supplier to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and OUC's approval of insurance coverage to be maintained by the Supplier and his subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier and his subcontractors under this Contract.

Any insurance carried by OUC that may be applicable shall be deemed to be excess insurance and the Supplier's insurance primary for all purposes despite any conflicting provision in the Supplier's policies to the contrary.

8.1 Certificates of Insurance.

At the time of execution of this Contract and each subcontract, but in any event prior to commencing work at the jobsite, and as a condition precedent to the Supplier's and his subcontractors' initiation of performance, the Supplier and his subcontractors shall furnish OUC with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any Supplier issuing an insurance policy for the work under this Contract shall provide not less than 30 days advance notice in writing to OUC prior to cancellation, termination, or material change of any policy of insurance. In addition, the Supplier shall immediately provide written notice to OUC upon receipt of notice of

cancellation of an insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for Supplier- and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to OUC, at the addresses listed in the Contract.

8.2 Additional Insureds.

All insurance coverages furnished under this Contract except Workers' Compensation, Employers' Liability and Professional liability shall include OUC, and their partners, commissioners, directors, officers, agents, and employees as additional insureds with respect to the activities of the Supplier and his subcontractors.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each.

OUC shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

8.3 Waiver of Subrogation.

The Supplier and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against OUC, their partners, commissioners, directors, officers, agents, and employees and against other Suppliers and subcontractors.

8.4 Workers' Compensation and Employer’s Liability.

This insurance shall protect the Supplier against all claims under applicable state workmen's compensation laws. The Supplier shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the Contract, but only for those eligible corporate officers pursuant to Chapter 440, Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's liability	$1,000,000 each occurrence

8.5 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the Supplier and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and property damage	$1,000,000 limit each occurrence

8.6 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Supplier and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of OUC or others arising out of any act or omission of the Supplier or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Supplier under the article entitled INDEMNIFICATION, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). OUC may allow in its sole discretion, a combination of General Liability coverage and Umbrella coverage to satisfy required liability limits

If the Supplier's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and property damage	$2,000,000 limit each occurrence

GC 9.0 WARRANTY .

The Supplier warrants that all the services furnished hereunder shall be produced and furnished in compliance with all applicable federal state and local laws, orders and regulations. OUC shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified herein, the Supplier shall obtain all permits necessary for performance under this Contract. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC 10.0 PAYMENT OF INVOICES.

Payment of each Supplier invoice by OUC shall be made within thirty (30) Days after the date of receipt of Supplier's invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. OUC reserves the right to withhold payment for any non-conforming Services provided by Supplier.

GC 11.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its commissioners, officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) all third party claims for labor and materials furnished under the Specifications of the Bid Package for which OUC may become liable for payment under the laws of the state, (ii) the performance of Services by Supplier or any person or organization directly or indirectly employed by the Supplier to furnish any of the Services or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services, (iv) violations of applicable law by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful misconduct of the Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section to the contrary, the liability of Supplier under this Section for the indemnification of OUC, its commissioners, officers, directors and employees shall not exceed the greater of (i) the price paid by OUC under the Contract for the Services or (ii) Two (2) Million Dollars.

GC 12.0 TERMINATION FOR DEFAULT.

If the work to be done under this Contract is abandoned by the Supplier; or if this Contract is assigned by him without the written consent of the OUC; or if the Supplier is adjudged bankrupt; or if a general assignment of his assets is made for

the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to Subcontractors for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then OUC may serve written notice upon the Supplier of said OUC's intention to terminate this Contract. Unless within 10 business days after the serving of such notice an arrangement satisfactory to OUC is made for continuance of this Contract. OUC may, at its option, terminate this Contract. OUC may further pursue any rights or remedies to which it may be entitled at law or in equity.

If, after termination pursuant to this article, it is determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article GC.13, TERMINATION FOR OUC'S CONVENIENCE.

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Contract for its convenience. OUC shall pay Supplier for any Services performed under the Specifications of the Bid Package prior to the termination date.

GC 14.0 LAWS AND REGULATIONS.

The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify OUC and OUC's commissioners, officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services.

GC 15.0 TAXES AND PERMITS.

The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against OUC or Supplier in connection with the work included in this Contract and shall obtain and pay for all licenses and inspections required for the work.

GC 16.0 INDEPENDENT CONTRACTOR.

The relation of the Supplier to OUC shall be that of an independent Contractor.

GC 17.0 HAZARDOUS MATERIALS.

Any Hazardous Material associated with this Contract shall be used, kept, stored and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

GC 18.0 REGULATORY COMPLIANCE.

Supplier warrants that it shall comply, when applicable, with all federal, state and local laws and regulations including but not limited to the following:

(a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq. (hereinafter collectively "CERCLA");

(b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U. S.C. §6901 et seq.;

(c) Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.;

(d) Hazardous Material Transportation Act, 49 U.S.C. §1801, et seq.;

Any other federal, state or local law, regulation, ordinance or order pertaining to the environment not included above.

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

If Supplier determines that it will become necessary as part of the Services to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Specifications of the Bid Package as awarded, Supplier may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

GC 20.0 WAIVERS

The failure of either Party to enforce at any time any of the provisions of the Contract or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

GC 21.0 NO THIRD PARTY BENEFICIARIES.

The provisions of the Contract are only for the benefit of the Parties hereto and not for any other legal entity or person.

GC 22.0 SEVERABILITY.

Should any of the provisions of the Contract, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Contract.

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT.

The Supplier shall not assign or sublet the work, or any part thereof, without the previous written consent of OUC, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of OUC to be signified in like manner.

GC 24.0 FINAL PAYMENT/WAIVER.

The acceptance by the Supplier of the last payment from OUC under the Contract shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work performed under the Specifications of the Bid Package, or for any act or neglect of OUC or of any person relating to or affecting the work performed under that Contract.

GC 25.0 CLAIMS FOR LABOR.

The Supplier shall indemnify and save harmless OUC from all claims for labor and materials furnished under this Contract. When requested by OUC, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which OUC may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Supplier which in addition to any other sums that may be retained will be sufficient, in the opinion of OUC, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by OUC, the Supplier shall submit to OUC in duplicate a notarized affidavit stating that all Subcontractors, vendors, persons or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment (when a Performance Bond is provided).

GC 26.0 BINDING EFFECT.

All of the provisions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Supplier.

GC 27.0 TIME IS OF THE ESSENCE.

Time is hereby declared of the essence in the performance of each and every provision of the Contract.

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

During the term of this Contract and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Contract. Supplier shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Contract specifically including cost and allocations. Should Contractor have Service Organization Control (SOC) audits, Contractor shall provide, upon OUC request, a copy of their SSAE-16 SOC1 or SOC2 audit reports.

GC 29.0 GOVERNING LAWS.

The validity, construction, and performance of the Contract, shall be governed exclusively by the laws of the State of Florida. Venue shall be any court of competent jurisdiction located in Orange County, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 30.0 FORCE MAJEURE.

30.1 Supplier Force Majeure Delay.

Supplier will not be liable for failure to perform any obligation or delay in performance of Work resulting from any cause beyond the reasonable control of Supplier, or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act, or priority) of any governmental authority (federal, state or local); civil disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; or flood. Notwithstanding the above, Supplier shall not be excused from performance of any service under this Article GC. 30 for any cause resulting from the negligence of Supplier or failure to properly assess the availability of laborers, skilled trades or other workers or the timing of its service.

30.2 Extension of Services Schedule.

In the event of a delay or interruption in performance of service excusable under this Article GC. 30, the time of performance of such service by Supplier will be extended by a period of time the Parties agree is reasonably necessary to overcome the effects of the delay. An extension of time shall be the sole and exclusive remedy for any damages due to delay, including but not limited to loss of profits, loss of use, equipment rental or overhead expenses.

30.3 OUC Termination for Excessive Delay.

If due to the conditions specified above Section 30.1 the Supplier's service is delayed for a period of more than ninety (90) Days, OUC may terminate the Contract and shall have no further liability to Supplier except for payment for services completed in accordance with the Contract up to the termination date.

GC 31.0 DISPUTE PROCESS.

31.1 General.

31.1.1 The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Section.

31.1.2. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.1.2 In the event of any dispute under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties to this Contract (hereinafter “Party” or “Parties”) for negotiation and resolution as described below.

31.1.3 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.2 Disputes.

31.2.1 Disputes, as defined herein and under the Contract, include disagreements, claims, counterclaims, matters in question, and differences of opinion between OUC and Supplier, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs and/or time for performance.

31.2.2 Disputes may also involve other subjects mutually agreed by OUC and Supplier.

31.3 Payment Disputes.

31.3.1 If a dispute arises between the Supplier and OUC, the dispute shall be submitted to an appropriate panel assembled by the Manager of Purchasing no later than forty-five (45) days after receipt of the disputed payment. OUC shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

31.3.2 If the dispute is decided in favor of OUC, interest shall begin to accrue fifteen (15) days after the decision is announced.

31.3.3 If the dispute is decided in favor of Supplier, interest shall accrue as of the original date the payment became due.

31.3.4 The panel’s final decision can be taken as a Contract dispute through the process outlined below.

31.4 Step Negotiations.

31.4.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter.

31.4.2 All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

31.5 Mediation.

31.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business

Dispute or other mutually agreed upon procedures, with the following exceptions:

31.5.1.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

31.5.1.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

31.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

31.6 Litigation.

31.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.6.1.2 Claims, counterclaim, disputes, and other matters in question between OUC and Supplier that are not resolved will be decided in the Ninth Judicial Circuit, in and for Orange County, Florida, which shall have exclusive jurisdiction and venue over all matters in question between OUC and Supplier.

GC 32.0 OUC'S EQUIPMENT.

Supplier assumes sole liability and responsibility for all injuries, claims, damages, losses or expenses which arise out of or result from the use of any OUC tools, vehicles, or other equipment whether borrowed or leased, to perform any work or service under this Contract. Supplier acknowledges that any OUC equipment made available for use by Supplier, Subcontractor, employee or agent is provided "as is" and utilized by Supplier at its own risk. Supplier agrees to fully indemnify OUC, its commissioners, officers, officials, employees, and agents for personal injury including death and/or property damage which results from or arises from the use of OUC equipment while under Supplier's custody and control and to immediately repair or replace borrowed equipment which is damaged or lost.

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier/Contractor agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis.

OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier/Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC 34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.

GC 35.0 PUBLIC RECORDS NOTICE

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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 BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the

Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

If Supplier receives a public records request for any OUC Business Records, Supplier shall notify OUC's Records Custodian in writing by email or US Mail at the following email address and provide OUC a copy of the request:

Custodian of Records
c/o Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Email: recordscustodian@ouc.com
Telephone: (407) 434-2160

Supplier shall provide any OUC Business Records responsive to the public records request to OUC along with the above notice. Supplier shall respond to the requestor within one working day from the date of receiving the public records request that all requests for such information should be provided to the OUC Records Custodian at the above address and email. Supplier shall keep all OUC Business Records stored in separate files (both hard copy and electronic) to minimizes the chances of exposing Supplier files to a public records dispute.

Supplier shall routinely demonstrate that any electronic OUC public records can be transferred to OUC in a format that is compatible with OUC and industry standards (e.g. ASCII Text, Adobe PDF, XML, EDIF, CSV, etc.). Encryption of files and data must be accompanied with the appropriate mechanisms to transfer the data successfully (e.g. passwords, cipher, PGP, and SSL keys). Upon request from a member of the public, from OUC, or at the termination of services, Supplier shall provide any or all records in the OUC supported format.

If the Supplier transfers all OUC Business Records to OUC upon completion of the Contract, Supplier shall destroy any duplicate OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains OUC Business Records upon completion of the Contract, the Supplier shall meet all applicable requirements for maintaining public records.

SUPPLIER’S PROPOSAL

October 5, 2018

Mr. Devin Finegan
Orlando Utilities Commission
Reliable Plaza
100 West Anderson Street
Orlando, FL 32801

RE: RFP 18 4601 OQ – Water Tank Cleaning and Inspection Services-Underwater Solutions Inc.'s Bid Submittal Package

Mr. Finegan,

Enclosed please find Underwater Solutions Inc.'s executed bid submittal package for the water tank inspection and cleaning services requested (RFP 18 4601 OQ).

We have also included a full qualifications package outlining our company's quality assurance procedures, safety procedures, our inspectors' (divers') credentials / certifications, current insurance certificates, as well as a copy of our general HASP, JSA and Matrix.

Please also find the following information relating to our company, as requested on page 10 of 41 of the subject Request for Proposal:

- **Complete Business Address**-P.O. Box 208, Mattapoisett, MA 02739 (Mailing); 4 Church Street Ext., Mattapoisett, MA 02739 (Physical)
- **State of Incorporation**-Massachusetts
- **Number of Years in Business**-26 years
- **Name and Contact Information of Key Personnel**- David M. Cornish, Director of Operations, Office Phone-(508) 758-6126, Cell Phone-(774) 320-5378, Email-office@underwatersolutionsinc.com
- **Women or Minority Owned Business Status**-N/A
- **Dun & Bradstreet Number**-608576377
- **Licenses Obtained to Conduct Business with OUC**-Registered with Florida Secretary of State to Conduct Business in the State of Florida (Copy of Florida Secretary of State registration is enclosed in Underwater Solutions Inc.'s Qualifications Package)

If you have any questions or would like additional information, please contact me.

Sincerely,

David M. Cornish
Director of Operations
UNDERWATER SOLUTIONS INC.
O: 508-758-6126
C: 774-320-5378

October 5, 2018

Mr. Devin Finegan
Orlando Utilities Commission (OUC)
100 West Anderson Street
Orlando, FL 32801

Dear Devin,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the inspection and cleaning of your water storage facilities per OUC RFP 18 4601 OQ – Water Tank Cleaning & Inspection Services.

As requested, please find attached a proposal for the inspections and cleanings of the (25) water storage tanks.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, comprehensive reports of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US.*

Sincerely,

UNDERWATER SOLUTIONS INC.

David M. Cornish
Director of Operations

DMC/klp
Enclosures

PROPOSAL FOR THE INSPECTIONS AND CLEANINGS OF THE (25) WATER STORAGE TANKS

OUC RFP 18 4601 OQ – WATER TANK CLEANING & INSPECTION SERVICES

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

PERSONNEL & GEAR: Divers / Tender

Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

4" Pump	Volume Tank and Filter
3" Suction Hose	Communications Box
3" Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400' Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

Comprehensive reports and corresponding photographs to be submitted after completion of work.

COST: While mobilized in Florida:

Inspect and clean up to 4" of sediment, all ***(25)*** tanks: **$91,640.00***

See Attached for Individual Pricing Per Tank

All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations.* ***If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project.* *At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow.* ***The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal).***
Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.

INSPECTIONS AND CLEANINGS OF THE (25) WATER STORAGE FACILITIES

OUC RFP 18 4601 OQ – WATER TANK CLEANING & INSPECTION SERVICES

INDIVIDUAL PRICING PER TANK

STANTON ENERGY TANKS	
Stanton Energy 525,000-Gallon Water Storage Tank	$3,380.00
Stanton Energy 147,530-Gallon Underground Clearwell	$3,380.00
High Purity 500,000-Gallon Demineralized Water Storage Tank (#1)	$3,380.00
High Purity 500,000-Gallon Demineralized Water Storage Tank (#2)	$3,380.00
Filter Municipal 500,000-Gallon Re-Claimed Water Storage Tank (#1)	$3,380.00
Filter Municipal 500,000-Gallon Re-Claimed Water Storage Tank (#2)	$3,380.00
INDIAN RIVER PLANT TANKS	
Condensate 160,000-Gallon Water Storage Tank	$3,380.00
South DI 160,000-Gallon Water Storage Tank	$3,380.00
280,000-Gallon Water Storage Tank	$3,380.00
280,000-Gallon Raw Water Storage Tank	$3,380.00
North DI 400,000-Gallon Water Storage Tank	$3,380.00
WATER PRODUCTION PLANT TANKS	
Pine Hills 2-Million Gallon Concrete Water Storage Tank (#1)	$3,890.00
Pine Hills 2-Million Gallon Concrete Water Storage Tank (#2)	$3,890.00
Sky Lake 3-Million Gallon Concrete Water Storage Tank	$3,890.00
Southwest 3-Million Gallon Concrete Water Storage Tank (#1)	$3,890.00
Southwest 3-Million Gallon Concrete Water Storage Tank (#2)	$3,890.00
Conway 3.5-Million Gallon Concrete Water Storage Tank (#1)	$3,890.00

Conway 2-Million Gallon Concrete Water Storage Tank (#2)	$3,890.00
Navy 2-Million Gallon Concrete Water Storage Tank	$3,890.00
Lake Highland 5-Million Gallon Concrete Water Storage Tank	$3,890.00
Kirkman 2-Million Gallon Concrete Water Storage Tank	$3,890.00
Southeast 1-Million Gallon Concrete Water Storage Tank	$3,890.00
Hiawassee 5-Million Gallon Elevated Steel Water Storage Tank	$3,890.00
Metro West 3-Million Gallon Elevated Steel Water Storage Tank	$3,890.00
Dr. Phillips 750,000-Gallon Elevated Steel Water Storage Tank	$3,890.00

CHILLED WATER TANK

Inspection Only: **$8,890.00***

Closed loop cleaning process – See included detailed proposal and scope of work**: $149,970.00***

***This price is based on Orlando Utilities Commission providing Engineering Stamps on inspection reports, as indicated in the Q & A (Addendum No.2 - 2.) of this bid.**

***Should Orlando Utilities Commission require us to provide Engineering Stamps, a $250.00 fee will be added to each structure.**

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND ORLANDO UTILITIES COMMISSION, ORLANDO, FL FOR THE OUC RFP 18 4601 OQ – WATER TANK CLEANING & INSPECTION SERVICES OF (25) WATER STORAGE TANKS AS FOLLOWS:

Orlando Utilities Commission, Orlando, FL agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated October 5, 2018 (copy attached).

PERSONNEL: Divers / Tenders

GEAR: Complete Sanitized Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

4" Pump	Volume Tank and Filter
3" Suction Hose	Communications Box
3" Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400' Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

SUBMITTALS: Comprehensive reports and corresponding photographs to be submitted after completion of work.

COST: While mobilized in ***Florida***:

Inspect and clean (sediment removal) up to 4" of sediment, all ***(25)*** tanks: **$91,640.00***

See Attached for Individual Pricing Per Tank

*This price is based on Orlando Utilities Commission providing Engineering Stamps on inspection reports, as indicated in the Q & A (Addendum No.2 - 2.) of this bid.

*Should Orlando Utilities Commission require us to provide Engineering Stamps, a $250.00 fee will be added to each structure.

PAYMENT TERMS: Payable Upon Receipt Of Invoice

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

UNDERWATER SOLUTIONS INC.	**ORLANDO UTILITIES COMM., ORLANDO, FL**
Signature of Authorized Representative	Signature of Authorized Representative
Director of Operations	October 5, 2018
Title	Date
_____	_____
Title	Date

**All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop.*
All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations.* ***If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project.* *At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow.* ****The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.***

October 5, 2018

Mr. Devin Finegan
Orlando Utilities Commission (OUC) - CHILLED WATER SERVICES
100 West Anderson Street
Orlando, FL 32801

Dear Devin,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the cleaning of your water storage facility.

As requested, please find attached a proposal for the interior sediment removal of the 18-million gallon welded steel thermal water storage tank.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, a comprehensive report of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US.*

Sincerely,
UNDERWATER SOLUTIONS INC.

David M. Cornish
Director of Operations

DMC/klp
Enclosures

MUNICIPAL DIVING SERVICES◆P.O. Box 208◆Mattapoisett, MA 02739◆Tel: (508) 758-6126◆Fax: (508) 758-6128
◆E-Mail: uws@underwatersolutionsinc.com ◆Web Address: www.underwatersolutionsinc.com

PROPOSAL FOR THE INTERIOR SEDIMENT REMOVAL OF THE 18-MILLION GALLON WELDED STEEL THERMAL WATER STORAGE TANK

ORLANDO UTILITIES COMMISSION – CHILLED WATER SERVICES ORLANDO, FLORIDA

PERSONNEL & GEAR: Divers / Tenders

3” Pump	Volume Tank and Filter
3” Suction Hose	Communications Box
3” Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400’ Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

Trailer Mounted 2M Belt Press with the following features:

Nema 4X – Stainless Steel Control Cabinet	
Variable Speed (VFD) Vogelsang or	
Moyno Feed Pump (0 – 400 gpm)	
Fluid Dynamics Polymer Dilution System	
900 Gallon Polymer Aging Tank	
Variable Speed (VFD) Diluted Polymer Feed Pump (0 – 60 gpm)	
Sludge Flocculation Tank with variable speed mixer	
Wash Water Booster Pump – 5 hp (provides 100 psi boost)	
Trailer mounted	Stainless Steel Drain Pan
Air Compressor	Technician to operate equipment
Tank Mixer 3PDL 5HP	Pump 3" High Head HH80
Filter Particulate PF400 SS	Adapter 3" Female Cam x Flange AL
Filter Bags 5 Micron	Filter Cartridges 1 Micron
Adapter 3" Male Cam x Flange AL	
Hose 3"x 20' HD Tank Truck Flange 200#	
Hose 3"x20' HD Tank Truck Camlock 150#	

A comprehensive report of our findings and corresponding photographs to be submitted after completion of work.

COST: While mobilized in Florida:

PROPOSAL FOR THE INTERIOR SEDIMENT REMOVAL OF THE 18-MILLION GALLON WELDED STEEL THERMAL WATER STORAGE TANK

ORLANDO UTILITIES COMMISSION – CHILLED WATER SERVICES ORLANDO, FLORIDA

Inspection Only: **$8,890.00***

Removal of sediment within the 18-million gallon thermal water storage tank: **$89,980.00***

Filtration of bottom sediment to 1 micron and recirculating clean water back into the 18-million gallon thermal water storage tank: **$59,990.00***

Total **$149,970.00***

***Due to the specialized nature of the equipment being subcontracted, Underwater Solutions Inc. will require a deposit in the amount of $20,000.00 to secure this specialized equipment. In the event that this project does not proceed, Orlando Utilities Commission will be refunded this deposit.**

****It will be the responsibility of Orlando Utilities Commission to provide (3) – 30 yard roll-off containers for this project. The contents in these roll-off containers shall be disposed of at the completion of each work-day, or prior thereto if necessary, by Orlando Utilities Commission Personnel. Orlando Utilities Commission will then return these emptied roll-off containers to the jobsite immediately following disposal, so as to allow Underwater Solutions Inc. to resume operations.***

****The disposal of any and all solids removed from this structure is the sole responsibility of Orlando Utilities Commission.***

****It is the responsibility of Orlando Utilities Commission to provide and bear the cost for the most suitable polymer needed to obtain a homogeneous mixture and which will coincide with Lockheed Martin's system.***

It is the responsibility of Orlando Utilities Commission to provide and bear the cost for the polymer needed to both obtain a homogeneous mixture within the mixing tank and coincide with Lockheed Martin's system.

PROPOSAL FOR THE INTERIOR SEDIMENT REMOVAL OF THE 18-MILLION GALLON WELDED STEEL THERMAL WATER STORAGE TANK

ORLANDO UTILITIES COMMISSION – CHILLED WATER SERVICES ORLANDO, FLORIDA

SCOPE OF WORK:

Underwater Solutions Inc. will employ professional tank divers utilizing an underwater handheld vacuum system consisting of centrifugal pumps and a 3" suction hose to remove bottom solids from the 18-Million Gallon Thermal Water Storage Tank, at a rate of approximately 200 GPM, while the tank remains full of water.

Removed bottom solids/sludge will be discharged into a mixing tank where the removed sludge will be gravity fed onto a belt press provided by Underwater Solutions Inc.

The belt press shall feed finished sludge "cakes" into roll-off containers provided by Orlando Utilities Commission. The water remaining in the tank mixer will be fed through a BF400 GPM 1 Micron Filter and then fed again through a particulate filter, before being recirculated back into the 18-Million Gallon Thermal Water Storage Tank.

A suitable polymer, needed to obtain a homogeneous mixture of water and any remaining particulate, and which coincides with Lockheed Martin's system, will be injected into the mixing tank. Orlando Utilities Commission will be responsible for providing and bearing the cost of this polymer.

Orlando Utilities Commission will be responsible for disposing of any and all solids removed from the 18-million gallon thermal water storage tank, including disposal of the contents of each roll-off container at the end of each work-day (or prior thereto, if necessary). Orlando Utilities Commission will then return these emptied roll-off containers to the jobsite immediately following disposal, so as to allow Underwater Solutions Inc. to resume operations.

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND THE ORLANDO UTILITIES COMMISSION – CHILLED WATER SERVICES, ORLANDO, FL FOR THE INTERIOR SEDIMENT REMOVAL OF THE 18-MILLION GALLON WELDED STEEL THERMAL WATER STORAGE TANK AS FOLLOWS:

The Orlando Utilities Commission, Orlando, FL agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated October 5, 2018 (copy attached).

PERSONNEL: Divers / Tenders

GEAR:

3" Pump	Volume Tank and Filter
3" Suction Hose	Communications Box
3" Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400' Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

Trailer Mounted 2M Belt Press with the following features:

Nema 4X – Stainless Steel Control Cabinet
Variable Speed (VFD) Vogelsang or
Moyno Feed Pump (0 – 400 gpm)
Fluid Dynamics Polymer Dilution System
900 Gallon Polymer Aging Tank
Variable Speed (VFD) Diluted Polymer Feed Pump (0 – 60 gpm)
Sludge Flocculation Tank with variable speed mixer
Wash Water Booster Pump – 5 hp (provides 100 psi boost)

Trailer mounted	Stainless Steel Drain Pan
Air Compressor	Technician to operate equipment
Tank Mixer 3PDL 5HP	Pump 3" High Head HH80
Filter Particulate PF400 SS	Adapter 3" Female Cam x Flange AL
Filter Bags 5 Micron	Filter Cartridges 1 Micron

Adapter 3" Male Cam x Flange AL
Hose 3"x 20' HD Tank Truck Flange 200#
Hose 3"x20' HD Tank Truck Camlock 150#

A comprehensive report of our findings and corresponding photographs to be submitted after completion of work.

COST: While mobilized in ***Florida:***

Inspection Only: **$8,890.00***

Removal of sediment within the 18-million gallon thermal water storage tank: **$89,980.00***

Filtration of bottom sediment to 1 micron and recirculating clean water back into the 18-million gallon thermal water storage tank: **$59,990.00***

Total **$149,970.00***

***Due to the specialized nature of the equipment being subcontracted, Underwater Solutions Inc. will require a deposit in the amount of $20,000.00 of the project value to secure this specialized equipment. In the event that this project does not proceed, Orlando Utilities Commission will be refunded this deposit.**

BETWEEN UNDERWATER SOLUTIONS INC. AND THE ORLANDO UTILITIES COMMISSION – CHILLED WATER SERVICES, ORLANDO, FL FOR THE INTERIOR SEDIMENT REMOVAL OF THE 18-MILLION GALLON WELDED STEEL THERMAL WATER STORAGE TANK AS FOLLOWS:

It will be the responsibility of Orlando Utilities Commission to provide (3) – 30 yard roll-off containers for this project. The contents in these roll-off containers shall be disposed of at the completion of each work-day, or prior thereto if necessary, by Orlando Utilities Commission Personnel. Orlando Utilities Commission will then return these emptied roll-off containers to the jobsite immediately following disposal, so as to allow Underwater Solutions Inc. to resume operations.

The disposal of any and all solids removed from this structure is the sole responsibility of Orlando Utilities Commission.

It is the responsibility of Orlando Utilities Commission to provide and bear the cost for the most suitable polymer needed to obtain a homogeneous mixture and which will coincide with Lockheed Martin's system.

It is the responsibility of Orlando Utilities Commission to provide and bear the cost for the polymer needed to both obtain a homogeneous mixture within the mixing tank and coincide with Lockheed Martin's system.

SCOPE OF WORK:

Underwater Solutions Inc. will employ professional tank divers utilizing an underwater handheld vacuum system consisting of centrifugal pumps and a 3" suction hose to remove bottom solids from the 18-Million Gallon Thermal Water Storage Tank, at a rate of approximately 200 GPM, while the tank remains full of water.

Removed bottom solids/sludge will be discharged into a mixing tank where the removed sludge will be gravity fed onto a belt press provided by Underwater Solutions Inc.

The belt press shall feed finished sludge "cakes" into roll-off containers provided by Orlando Utilities Commission. The water remaining in the tank mixer will be fed through a BF400 GPM 1 Micron Filter and then fed again through a particulate filter, before being recirculated back into the 18-Million Gallon Thermal Water Storage Tank.

A suitable polymer, needed to obtain a homogeneous mixture of water and any remaining particulate, and which coincides with Lockheed Martin's system, will be injected into the mixing tank. Orlando Utilities Commission will be responsible for providing and bearing the cost of this polymer.

Orlando Utilities Commission will be responsible for disposing of any and all solids removed from the 18-million gallon thermal water storage tank, including disposal of the contents of each roll-off container at the end of each work-day (or prior thereto, if necessary). Orlando Utilities Commission will then return these emptied roll-off containers to the jobsite immediately following disposal, so as to allow Underwater Solutions Inc. to resume operations.

PAYMENT TERMS: Payable Upon Receipt of Invoice

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

_____	_____
UNDERWATER SOLUTIONS INC.	**ORLANDO UTILITIES COMMISSION, ORLANDO, FL**
Signature of Authorized Representative	Signature of Authorized Representative
Director of Operations	_____
Title	Title
October 5, 2018	_____
Date	Date

All sites must be maintained to allow a trucks and trailer to mobilize to within 25' of the structure, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow.* ***Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.*

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Underwater Solutions Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 208

Requester's name and address (optional)

6 City, state, and ZIP code
Mattapoisett, MA 02739

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
0 4 - 3 1 6 1 9 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ October 1, 2018

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2.2.2 REQUIRED BIDDER'S QUALIFICATIONS

Provide the following information for each of the references. (Minimum 3) – See Full Qualifications Package for further References

Company Name:	Orange County Utilities Western Regional Water Supply
Company Address:	8100 Presidents Ave, Suite D, Orlando, FL 32809
Contact Person:	Andrew Wilson
Contact Email Address:	andrew.wilson2@ocfl.net
Contact Phone Number:	(407)-254-7809
Nature of Contract:	Inspection and Cleaning of (24) Water Storage Tanks
Dollar Value of Contract:	$88,560.00
Start and End Dates of Contract:	January 16-31, 2018

Company Name:	City of Cocoa Water Department
Company Address:	65 Stone St., Cocoa, FL 32922
Contact Person:	Troy Howell
Contact Email Address:	thowell@cocoafl.org
Contact Phone Number:	(321)-635-7772
Nature of Contract:	Inspection and Cleaning (6) Water Storage Tanks
Dollar Value of Contract:	$22,140.00
Start and End Dates of Contract:	February 5-9, 2018

Company Name:	Toho Water Authority
Company Address:	2706 No. John Young Parkway, Kissimmee, FL 34741
Contact Person:	Robert Newberry
Contact Email Address:	rnewberry@tohowater.com
Contact Phone Number:	(407)-319-9560
Nature of Contract:	Inspection and Cleaning (18) Water Storage Tanks
Dollar Value of Contract:	$40,590.00
Start and End Dates of Contract:	January 1 - February 10, 2017

ATTACHMENT B: ADDENDUM ACKNOWLEDGEMENT

Addendum Acknowledgement
RFP18 4601 OQ for Water Tank Inspection and Cleaning Services

The undersigned Proposer/Bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1 David M. Cornish Dated September 25, 2018

Addendum No. 2 David M. Cornish Dated September 28, 2018

Addendum No. 3 David M. Cornish Dated October 3, 2018

Addendum No. 4 _____ Dated _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House Account	
Peter P. Briggs Insurance Agency Inc. 19 County Road P. O. Box 96 Mattapoisett MA 02739	PHONE (A/C, No, Ext): (508) 758-6929	FAX (A/C, No): (508) 758-9604
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
UNDERWATER SOLUTIONS INC. P.O. BOX 208, 70 NORTH STREET MATTAPOISETT MA 02739	INSURER A : Charter Oak Fire	25615
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL17122701543 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BA-1236B357-18-SEL	01/30/2018	01/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI	$ 20,000
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						Split limit EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ORLANDO UTILITIES COMMISSIONS
100 WEST ANDERSON STREET
ORLANDO FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisk Marine Insurance Intl, LLC
8110 Breakwater Dr
New Orleans LA 70124

CONTACT NAME: Jodi Wibel
PHONE (A/C, No, Ext): (504) 302-4400 **FAX (A/C, No):**
E-MAIL ADDRESS: jwibel@fiskusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMERICAN INS. CO.	22136
INSURER B : Underwriters at Lloyd's	15792
INSURER C : COMMERCE & INDUSTRY INS CO	19410
INSURER D : WESTCHESTER SURPLUS LINES INS CO	10172
INSURER E :	
INSURER F :	

INSURED UNDESOL-01
Underwater Solutions, Inc.
PO Box 208
Mattapoisett MA 02739

COVERAGES **CERTIFICATE NUMBER:** 1762015461 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	Y	OMH5834568-15	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	[X] SRLL						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WC 5226528	10/1/2018	10/1/2019	[X] WC STATU-TORY LIMITS [X] OTH-ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability	Y	Y	J180288	1/13/2018	1/13/2019	Limit	2,000,000
D	Contractors Pollution Liability			G27095240006	10/1/2018	10/1/2019	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Wavier of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation. Work Comp Section 3 A of policy includes states of FL, MA and NY.

CERTIFICATE HOLDER

Orlando Utilities Commissions
100 West Anderson Street
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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UNDERWATER SOLUTIONS INC.

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These documents are for the use of

Orlando Utilities Commission
Orlando, Florida *(ONLY)*

UNDERWATER SOLUTIONS INC. SUBMITTAL FOR

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA(ONLY)



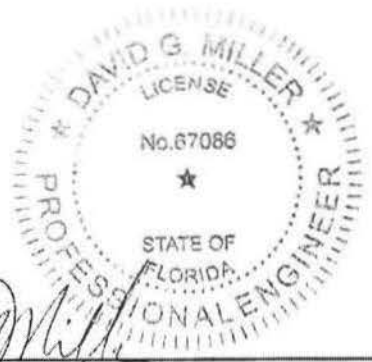
MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

UNDERWATER SOLUTIONS INC.

STATE OF FLORIDA
PROFESSIONAL ENGINEER

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UNDERWATER SOLUTIONS INC.



David G. Miller, P.E.
Florida License #67086

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STATE REQUIREMENTS FOR FOREIGN CORPORATIONS TO CONDUCT WORK IN FLORIDA

- **Florida Statue to Transact Business in Florida**
- **Florida Workers Compensation Statute**
- **Florida Department of Financial Services Proof of Compliance with Florida State Workers Compensation insurance requirements.**

For more information refer to web site:
www.fldfs.com

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UNDERWATER SOLUTIONS INC.

SECRETARY OF STATE CERTIFICATION TO DO BUSINESS IN FLORIDA

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

State of Florida

Department of State

I certify from the records of this office that UNDERWATER SOLUTIONS, INC., doing business in Florida as UNDERWATER SOLUTIONS, INC. OF MASSACHUSETTS, is a corporation organized under the laws of Massachusetts, authorized to transact business in the State of Florida, qualified on April 1, 2004.

The document number of this corporation is F04000001768.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 8, 2010, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eighth day of September, 2010

Laura K. Roberts

Secretary of State

Authentication ID: **300185163173-090810-F04000001768**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

UNDERWATER SOLUTIONS INC.

REFERENCES

UNDERWATER SOLUTIONS INC.
MATTAPOISETT, MA

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
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PARTIAL LIST OF REFERENCES

FLORIDA

Alachua Water Treatment Plant
15100 North West 142nd Terrace
Alachua, FL 32615
Contact: Mike New
Tel. No.: (386) 418-6140

Altamonte Springs Water Department
225 Newburyport Avenue
Altamonte Springs, FL
Contact: Andrew Lobban
Tel. No.: (407) 571-8634

City of Apopka Public Services Dept.
748 E. Cleveland Street
Apopka, FL 32703
Contact: Kevin Burgess
Tel. No.: (407) 703-1700

City of Bartow
P.O. Box 1069
450N. Wilson Avenue
Bartow, FL 33831-1069
Contact: Ron Johnson
Tel. No.: (863) 534-0159

City of Cape Coral R.O. Plant
P.O. Box 150027
Cape Coral, FL 33915
Contact: Andrew Fenske Tel.
No.: (239) 242-3411

Central Florida Research Park
12424 Research Parkway, Suite 100
Orlando, FL 32826
Contact: Richard Pointon
Tel. No.: (407) 443-1873

Citrus County Utilities
1300 South Lecanto Highway
Lecanto, FL 34461
Contact: Robert Merkel
Tel. No.: 352-527-7650

Clay County School Board
905 W. Center Street
Green Cove Springs, FL 32043
Contact: Dan Hockey
Tel. No.: (904) 213-2317

City of Clewiston Water Treatment Plant
141 Central Avenue
Clewiston, FL 33440
Contact: Chuck Hale
Tel: (863) 677-1731

City of Clearwater Public Utilities
1650 N. Arcturas Avenue
Clearwater, FL 33765
Contact: Mr. Greg Turman
Tel. No.: (727) 462-6326

City of Clermont Water Department
3335 Hancock Road
Clermont, FL 34711
Contact: Robert Reed
Tel. No.: (352) 241-0178

City of Cocoa Water Department
600 School Street
Cocoa, FL 32922
Contact: Troy Howell
Tel. No.: (321) 635-7772

Collier County Utilities
3301 Tamiami Trail East, Bldg H
Naples, FL 34111
Contact: Jim Foster
Tel. No.: (239) 352-0286

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FLORIDA

Collier County IQ
4370 Mercantile Avenue
Naples, FL 34112
Contact: Robert Kaine
Tel. No.: 239-252-6251

Collier County North Regional Water Plant
3851 Utility Drive
Naples, FL 34117
Contact: Barry Erickson
Tel. No.: (239) 352-7014

CSW Management Inc/Top Of The World
8700 SW 99th Street Road
Ocala, FL 34481
Contact: Bryan Schmalz
Tel. No.: (352) 427-1291

City of Dade City Public Utilities
38020 Meridian Avenue
Dade City, FL 33252
Contact: Jim Shive
Tel. No.: (352) 523-5054

City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004
Contact: James Nelola
Tel. No.: 954-478-5866

Englewood Water District
201 Selma Avenue
Englewood FL 34223
Contact: CR Pearson
Tel. No.: 941-460-1014

Flagler County Utilities
PO Box 756
Bunnell, FL 32110
Contact: Bill Green
Tel. No.: 386-586-5159

City of Florida City WTP
404 West Palm Drive
Florida City, FL 33034
Contact: Mr. Tracy Moore
Tel. No.: (305) 248-6855

City of Fort Lauderdale WTP
949 NW 38th Street
Fort Lauderdale, FL 33309
Contact: Gary Durant
Tel. No.: (954) 828-7865

City of Fort Myers Water Treatment Plant
2751 Jacksonville Street
Fort Myers, FL 33916
Contact: Marty Yaniga
Tel. No.: (239) 321-7652

Greater Pine Island Water Association
5281 Pine Island Road
Bokeelia, FL 33922
Contact: Gary Gissiner
Tel. No.: (239) 283-1072

City of Groveland
156 South Lake Avenue
Groveland, FL 34736
Contact: Chuck Mack
Tel. No.: 352-429-287

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FLORIDA

Haines City Water Department
3642 East Johnson Avenue
Haines City, FL 33845
Contact: Troy Cassidy
Tel. No.: 863-421-3690

City of Hallandale Beach D.P.W.
630 NW 2nd Street
Hallandale Beach, FL 33009
Contact: Hal Elsasser
Tel. No.: (954) 457-1610

City of Holly Hill W.D.
1065 Ridgewood Avenue
Holly Hill, FL 32117
Contact: Robert Kasprack
Tel. No. 386-248-9463

Jacksonville Electric Authority (JEA)
21 West Church Street
Jacksonville, FL 32202
Contact: Charlie Stevens
Tel. No.: 904-665-6576

Town of Jupiter Water Plant
17403 Central Blvd. P.O. Box 8900
Jupiter, FL 33468-8900
Contact: Ray Snedeker
Tel. No.: (561) 741-2602

City of Lake Alfred
120 East Pomelo Street
Lake Alfred, FL 33850
Contact: Clayton Robertson
Tel. No.: (863) 557-8194

City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32746
Contact: Janet Appel
Tel No.: (407) 585-1342

City of Lauderhill
3800 Inverrary Blvd, #209
Lauderhill, FL 33319
Contact: Randy Arline
Tel. No.: (954) 730-2972

Lee County Utilities
16101 Alico Road
Fort Myers, FL 33902
Contact: Hank Barroso
Tel. No.: (239) 267-8228

Town of Longboat Key
600 General Harris Street
Longboat Key, FL 34228
Contact: Ms. Anne Ross
Tel. No.: 941-316-1958

Manatee County Water Department
17915 Water Line Road
Bradenton, FL 34212
Contact: Bruce MacLeod
Tel. No: 941-746-3020

City of Marco Island
771 E. Elkcam Circle
Marco Island, Fl. 34145
Contact: Ron Weis
Tel. No.: 239-389-5000

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FLORIDA

Melbourne Water Treatment Plant
6055 Lake Washington Road
Melbourne, FL 32935
Contact: Bill Spann
Tel. No.: (321) 255-4623

City of Miramar West Water Plant
4100 South Flamingo Road
Miramar, FL 33027
Contact: Gene Pennitti
Tel. No.: (954) 548-0375

City of Moore Haven Water Department
99 Riverside Drive
Moore Haven, FL 33471
Contact: Sam Breifman
Tel. No.: (863) 946-0434

City of Naples P.W. Department
735 Eighth Street South
Naples, FL 34102
Contact: Barry Stein
Tel. No.: (239) 213-3002

City of New Smyrna Beach
200 Canal Street
New Smyrna, FL 32168
Contact: Caleb Fisher
Tl. No.: 386-424-3045

City of North Miami W.T.P.
12098 NW 11 Avenue
North Miami, FL 33168
Contact: Gary Demerest
Tel. No.: (305) 953-2854

City of NorthPort
6644 W. Price Blvd.
North Port, FL 34291
Contact: John Evano
Tel. No.: 941-426-1807

Orange County Utility Division -Eastern
9100 Curry Ford Road
Orlando, FL 32825
Contact: Carlos Torrez
Tel. No.: (407) 254-9505

Orange County Utilities-Western
2552 Lakeville Road
Apopka, FL 32703
Contact: David Messier
Tel. No.: (407) 271-2031

Orlando Utilities Commission (OUC)
Water Production Division
6113 Pershing Avenue
Orlando, FL 32822
Contact: Richard Winn
Tel. No.: (407) 423-9100 x-4963

Orlando Utilities Commission (OUC)
Stanton Energy Center
5100 South Alafaya Trail
Orlando, FL 32831
Contact: Alan Planeta
Tel. No.: (407) 658-6444

City of Ormond Beach WTP
301 Jefferson Street
Ormond Beach, FL 32174
Contact: Sean McFarland
Tel. No.: (386) 676-3568

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FLORIDA

Pembroke Pines WTP
7960 Johnson Street
Pembroke Pines, FL 33024
Contact: Michael Ponce
Tel. No.: (954) 986-5011

Pinellas Park Water Department
6101 78th Avenue North
Pinellas Park, FL 33781
Contact: Tim Beach
Tel. No.: (727) 541-0074 x5908

Plantation Bay Utility Company
2379 Beville Road
Daytona Beach, FL 32119
Contact: Doug Ross
Tel. No.: 386-236-4160

Port LaBelle Water Department
PO Box 230, 6002 Cedarwood Pkwy
LaBelle, FL 33975
Contact: Roger Greer
Tel. No.: (863) 675-5376

Riviera Beach Water & Sewer Department
800 West Blue Heron Boulevard
Riviera Beach, FL 33404
Contact: David Danford
Tel. No.: (561) 845-4185

Spring Lake Improvement District W.T.P.
233 Tizzwood Drive
Sebring, FL 33876
Contact: Greg Gretze
Tel. No.: (863) 655-1715

City of St. Cloud
1300 Ninth Street
St. Cloud, FL 34769
Contact: Bob MacKichan
Tel. No.: (407) 957-7262

St. Johns County Utilities
P.O. Box 3006
St. Augustine, FL 32085
Contact: Barry Stewart
Tel. No.: (904) 471-2161

City of Starke Water Department
601 North Orange Street
Starke, FL 32901
Contact: Fred Magyari
Tel. No.: (904) 964-7999

Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Boulevard
Sebring, FL 33872
Contact: Ronald Eckles
Tel. No.: (863) 385-4414

Tavares Utilities Department
2770 Woodlea Road
Tavares, FL 32778
Contact: Phillip Clark
Tel: 352-742-6462

Tequesta Water Treatment Plant
901 North Old Dixie Highway
Tequesta, FL 33469
Contact: Roy Fallon
Tel. No.: (561) 575-6235

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UNDERWATER SOLUTIONS INC.

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PARTIAL LIST OF REFERENCES

FLORIDA

Toho Water Authority
2706 North John Young Highway
Kissimmee, FL 34741
Contact: Tim Gregory
Tel. No.: (407) 518-2534

City of Umatilla Water Works
PO Box 2286
Umatilla, FL 32784
Contact: Ken White
Tel. No.: 352-669-1539

United Water Florida Operations LLC
9454 Phillips Highway, Suite 9
Jacksonville, FL 32257
Contact: Robert Parks
Tel. No.: (904) 260-5562

The Village Center CDD / Little Sumter Utilities
501 Sunbelt Road
The Villages, FL 32159
Contact: Deanna Watts
Tel. No.: (352) 753-175

City of Winter Garden Water Department
300 West Plant St, City Hall, Rms 241-245
Winter Garden, FL 34787-3009
Contact: Michael Cotton
Tel. No.: (407) 656-5549

City of Winter Park Water Department
401 Park Avenue, South
Winter Park, FL 32789
Contact: Gary Heller
Tel. No.: 407-599-3538

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• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

State of Florida
Department of State

I certify from the records of this office that UNDERWATER SOLUTIONS, INC. OF MASSACHUSETTS is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 1, 2004.

The document number of this corporation is F04000001768.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on February 25, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of November, 2013



Ken Detzner

Secretary of State

Authentication ID: CU2221506093

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

MEMORANDUM OF UNDERSTANDING STATE E-VERIFICATION

UNDERWATER SOLUTIONS INC. MATTAPOISETT, MA

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• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Underwater Solutions Inc.(Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority of E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C § 552a), the Social Security Act (42 U.S.C 1306 (a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system of necessary) to provide confirmation or tentative non-confirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative non-confirmations that is designed to provide final confirmation or non-confirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens an aliens within 10 Federal Government work days of the date to referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative non-confirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative non-confirmations and photo non-match tentative non-confirmations that is designed to provide final confirmation or non-confirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representative to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R.§274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity).

- If an employee presents a DHS form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttal presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final non-confirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final non-confirmation; (4) the Employer is subject to a rebuttal presumption that it has knowingly employed an unauthorized alien in violation of section 274A(1)(A) if the Employer continues to employ any employee after receiving a final non-confirmation; and (5) no person or entity participation in E-Verify is civilly or criminal liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative non-confirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative non-confirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R § 274a.1(1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative non-confirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and final non-confirmation has been issued. If the employee does not choose to contest a tentative non-confirmation or a photo non-match, then the Employer can find the employee is not authorized and take a appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative non-confirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify - related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer received a tentative non-confirmation issued by SSA, the Employer must print the tentative non-confirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative non-confirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on tentative non-confirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative non-confirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative non-confirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative non-confirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final non-confirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative non-confirmation.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative non-confirmation issued by DHS, the Employer must print the tentative non-confirmation notice as directed by the automated system and provide it to the employees so that the employee may determine whether he or she will contest the tentative non-conformation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative non-conformation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative non-confirmation received from DHS automated verification process or when the Employer issues a tentative non-confirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative non-confirmation as soon as possible after the Employer receives it.

4. If the employee contest a tentative non-confirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hot line within 8 Federal Government work days.

5. If the employee contests a tentative non-confirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative non-confirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, offices or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability where from, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquires, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer

Deborah J. Cornish	**President**
Name (Please type or print)	Title
Signature	Date

Department of Homeland Security - Verification Divison

Name (Please type or print)	Title
Signature	Date

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company: _____

Company Name: _____

Company Facility Address: _____

Company Alternate Address: _____

County or Parish: _____

Employer Identification Number: _____

North American Industry Classification Systems Code: _____

Parent Company: _____

Number of Employees: _____ Number of Sites Verified for: _____

Are you verifying for more than 1 site? If yes please provide the number of sites verified for in each State.

State	Number of sites
•	Site(s)
•	Site(s)
•	Site(s)

Information relating to the Program Administrator(s) for your company on policy questions or operational problems:

Name:

Telephone Number: Fax Number:

E-mail Address

Name:

Telephone Number: Fax Number:

E-mail Address

UNDERWATER SOLUTIONS INC.

QUALIFICATIONS/EXPERIENCE

UNDERWATER SOLUTIONS INC.

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

QUALIFICATIONS/EXPERIENCE

Underwater Solutions Inc. is not only the nation's largest, it is the most qualified corporation to conduct in-service water tank inspection and cleaning projects.

We are a water tank and clearwell inspection firm working with utilities nationwide unlike other competitive companies whom work underwater in other environments.

As the sister corporation to Water Solutions Consultants, we solely focus on the requirements set forth by the federal and local governmental agencies for conducting projects relative to finished drinking water.

Underwater Solutions Inc. completes the inspections and cleanings of water storage facilities throughout the United States for several hundred utilities annually assisting in compliance with the regulatory standards set forth.

Our crews are extensively trained in many areas to include inspection, diving, water operations, OSHA safety, confined space, first aid and the usage of many tools including camera equipment. We focus on utility requirements including safety practices and the security involved in protecting drinking water supplies.

Our ongoing goals are to continue to grow through managing our efforts in such a way that we expand not only our knowledge of new technology, yet the continuing improvements in drinking water standards implemented by regulatory agencies.

Underwater Solutions has been conducting inspections and cleaning of water storage facilities since 1989 and continue to be the first choice of utilities, engineering firms and health department officials throughout the United States when in-service inspections and cleanings are required.

TECHNICAL APPROACH

UNDERWATER SOLUTIONS INC.

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UNDERWATER SOLUTIONS INC.

PROCEDURES UTILIZED BY UNDERWATER SOLUTIONS INC. FOR CLEANING (SEDIMENT REMOVAL) FROM WATER STORAGE FACILITIES

Underwater Solutions Inc., a division of Water Solutions Consultants, has been engaged in cleaning of water storage facilities since incorporated in 1989.

Averaging approximately 250 water storage tank and clearwell cleaning projects annually; we have become the largest specialty company within the water industry conducting such projects.

Due to being a commercial diving company while being affiliated with Water Solutions Consultants, we have a firm grasp associated with potential hazards to water quality while conducting a sediment removal project.

As to not run the risk of potential stir up which can have impact on both aesthetic water quality, as well as bacterial potential, we utilize extremely high lift capacity. A centrifugal pump generating from 250-310GPM allows sufficient lift to pull sediments from within 3'-4' of the suction nozzle at all times. This system requires water storage facilities to have sufficient water volume and depth to never require more than a 10' lift up to the access hatch.

Joining together 20' lengths of rigid 3" inside diameter NPT threaded hoses, we facilitate the distance required to extend fully across the tank floor while additionally reaching our pump located at ground level. A stainless steel flanged nozzle on adjustable wheels (height) allows the diver to move across the floor while maintaining clearance slightly above the sediment accumulation. At the discharge end of the pump, Underwater Solutions Inc. supplies up to 400' of collapsible hose to reach the desired discharge location pre-designated by our clients.

All hoses, nozzles, dive gear and affiliated equipment requiring entry into the water storage facility is steam-cleaned with a 200ppm chlorine solution prior to mobilization and once again sprayed with 200ppm of chlorine solution prior to entering any and all water storage facilities.

All gear utilized to clean any water storage facility is insured to be designated for that sole purpose as we conduct no projects other than those where potability standards and sanitized practices are required as we exclusively work for water departments, districts and companies.

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UNDERWATER SOLUTIONS INC.

DESCRIPTION OF INSPECTION STANDARDS/PROCEDURES AND TECHNICAL APPROACH UTILIZED BY UNDERWATER SOLUTIONS INC. FOR CONDUCTING PROJECTS WITHIN WATER STORAGE FACILITIES

Underwater Solutions Inc. utilizes certified commercial divers whom possess all required certifications to conduct water storage tank inspections. From CPR, first aid, steel and concrete inspection requirements, we also possess confined space training and hazardous materials handling certificates. Additionally, and specific to our field of business, our divers/inspectors all possess extensive understanding of water quality as our sister company, Water Solutions, tests and makes treatment recommendations for water quality compliance.

We utilize surface-supplied air to all divers which enables the umbilical to also supply a 12-volt light, as well as, open communications to all divers/inspectors at all times.

Always beginning at the tank floor, all piping, sediment accumulations, floor conditions and other reportable items are documented with photographs while detailed measurements and descriptions are recorded topside to the project manager. Moving in a rotational fashion we move up to the surface utilizing the water as staging while air is supplied to the diver's dry suit. This methodology allows all surfaces from the floor to the top of the tank wall to be evaluated and documented.

When required, video documentation is conducted of all components of the tank upon completion of the initial inspection. Underwater video is not a highly recommended practice while conducting a structural survey as it only documents what is within the field of light and also utilizes a fish eye lens magnifying an object such as a blemish in a coated surface by three times.

When required, photographs are always supplied with video, as they are compliant with all underwater structural inspection standards.

EQUIPMENT UTILIZED

UNDERWATER SOLUTIONS INC.

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UNDERWATER SOLUTIONS INC.

EQUIPMENT UTILIZED

DIVER'S APPAREL:

1. **Inflatable dry suit.** Totally isolates the diver from the water, eliminates the possibility of creating a nuisance in the tank, and provides total access to the liquid storage area through buoyancy control.

2. **Helmet.** Affords total head protection, communication topside, receives unlimited supply of air, and eliminates saliva transmission to the water.

3. **Umbilical.** Delivers surface-supplied air, communication, and serves as a life-restraint member.

DIVER'S LIFE SUPPORT SYSTEM:

1. **Surface-supplied air.** Diesel powered divers air compressor that delivers 25 CFM of filtered air at 175 PSI.

2. **Volume tank.** A 60-gallon reservoir of compressed air from the diver's air compressor.

3. **Emergency air.** A 240 cubic foot cylinder of 2000-PSI pressure regulated air plumbed into the diver's air manifold for emergency use.

4. **Diver radio.** A hardwire intercommunication system providing constant communication between the diver, tender, and console operator.

We **DO NOT** view a diver using a wet suit or self-contained underwater breathing apparatus (SCUBA) as either safe or sanitary. Therefore, we do not use or recommend the use of such equipment.

UNDERWATER SOLUTIONS INC.

GEAR UTILIZED:

1. **Underwater video.** An industrial grade video camera in an underwater housing developed specifically for inspection purposes. Remotely monitored and remotely focused, it has a 10 to 1 zoom lens with macro capability. The camera is equipped with external and internal lighting. With internal lighting, the camera can be placed flush against a surface and detect pinhole failures. It has a 500-foot umbilical and can be lowered down a riser as little as 10 inches in diameter. High resolution and excellent color is achieved.

2. **Underwater still camera.** The still camera is a camera that has been adapted to the underwater video camera so that the still camera sees what the video camera sees. When the video console operator says, "shoot", the diver takes the still photo. No guess work on the diver's part. The still camera uses light available from the video camera.

3. **Topside video.** A digital effects camcorder is used for topside documentation. Having still-frame, split-screen, and other special effects capabilities, this camera is an excellent tool for inspection work.

4. **Topside still camera.** A versatile camera with zoom and macro capability also.

5. **Monitor console.** The console consists of a 13 inch, high-resolution color monitor, a VHS format industrial grade recorder, and diver communications unit in one. The picture is focused and light levels are controlled from this unit. Conversation between the diver and console operator are recorded on the audio track of the videotape. Viewers in the control van can see what the diver sees and communicate as the inspection takes place.

UNDERWATER SOLUTIONS INC.

SAFETY PROCEDURES FOR TANK ENTRY

UNDERWATER SOLUTIONS INC.

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SAFETY PROCEDURES FOR TANK ENTRY

INTRODUCTION

All procedures and practices utilized by Underwater Solutions Inc. conform and comply with confined space regulatory procedures while incorporating safety procedures, which surpass applicable O.S.H.A. regulations for diving procedures.

Additionally maintained are Underwater Solutions Inc. implemented procedures which incorporate retrieval of entrants, procedures for mobilizing emergency medical assistance, evacuation procedures, usage of safety gear and clothing, and compliance with on site regulations.

PROCEDURES

SURFACE AIR SUPPLY

Underwater Solutions Inc. utilizes surface supplied air to conduct all confined tank entry projects.

Backup air supplies are monitored and regulated by a tender who monitors air supply while having open communications with personnel entering tanks at all times.

Personnel entering additionally wear at all times a backpack air bailout bottle.

Procedures for air emergencies are practiced by all Underwater Solutions Inc. personnel, insuring understanding of procedures at all times.

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UNDERWATER SOLUTIONS INC.

HEAD AND BODY PROTECTION

All personnel entering tanks have been certified to utilize a full helmet equipped with surface supplied air and communications.

Additionally utilized is a one-piece dry suit, which, while occupied, allows total isolation from water, while acting as buoyancy aid through inter-air connection self, controlled via the helmet.

FALL PREVENTION

All Underwater Solutions Inc. personnel who climb tanks for rigging and entry have been trained and utilize safety harness (fall prevention) devices.

LOGS AND ENTRY PERMITS

A log is utilized by Underwater Solutions Inc. personnel to establish a permanent record depicting time of entry, conditions of entry, time of exiting and condition of personnel exiting. This log also serves as a confined space entry permit. Emergency telephone numbers are printed within this log to include fire, police, rescue, and client telephone numbers, and a portable phone is present on all projects for the purpose of reporting emergencies.

CLIENT PROCEDURES

Underwater Solutions Inc. conforms with all procedures set forth by our clients at all times.

SANITIZATION PROCEDURES

UNDERWATER SOLUTIONS INC.

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SANITIZATION PROCEDURES

The following program is standard operating procedure for the sanitizing of equipment used in potable water systems by Underwater Solutions Inc.

1. All of the equipment is used in potable water applications only.
2. All the equipment is steam cleaned with a chlorine solution of 200 ppm after each use.
3. Equipment is then rinsed with fresh water and allowed to dry.
4. Equipment is then stored in plastic containment until it is used again.
5. All equipment is resprayed with 200-ppm chlorine solution prior to entering tanks on site.

All items contacting the water are subject to this process. This not only includes the diving camera equipment, but the inspection instruments as well (i.e., pit depth gauge, rulers, etc.).

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EVACUATION PROTOCOL

UNDERWATER SOLUTIONS INC.

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UNDERWATER SOLUTIONS INC.

EVACUATION PROTOCOL WHILE DIVING UTILIZING COMPRESSED AIR

1. In the event of communication loss with diver, the following diving procedures will be followed:

   A.) Hand signals with the divers umbilical will establish whether the communication system failed or non-response from diver requires additional procedures.

   B.) If no response comes from hand umbilical signal, Diver #2 (standby diver) will enter the water following Diver #1 umbilical.

   C.) Upon reaching the location of Diver #1, Diver #2 will communicate his findings topside.

   D.) If Diver #1 has been rendered unconscious, unable to communicate or in danger, field emergency telephone numbers will be utilized to summon assistance to our pre-established location.

2. In the event of compressor or air control system failure:

   A.) Upon failure of the surface supplied air source, the tender will implement the emergency standby air source from the control station within the trailer after notifying the diver and instructions are given to come to the surface.

   B.) If it is determined that a problem exists within the backup air source (emergency air), the diver will be advised to the situation and to implement use of the bailout bottle worn by the diver.

   C.) If the diver communications disallow contact with the diver, standby (scuba) gear will be utilized to assess and report topside the conditions found.

3. Procedures for all injuries, which occur, are as follows:

A.) Upon advisement of an injury, medical attention will be summoned to the pre-established location.

B.) An injury report will be filed by all personnel.

C.) CPR procedures will be administered to by on site CPR certified personnel while awaiting the arrival of emergency medical assistance in the event a diver is retrieved or rendered unconscious.

4. Assessment of personnel after reaching the surface:

A.) The on site tender will conduct a verbal interview of all divers as they exit the water and document the divers physical and mental state on the open dive log.

B.) If it is determined that a diver requires medical treatment due to a physical problem or at the discretion of the tender due to a mental concern, emergency assistance will be summoned to our pre-established location.

ON SITE PROTOCOL

UNDERWATER SOLUTIONS INC.

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UNDERWATER SOLUTIONS INC.

ON SITE PROTOCOL

A pre-dive meeting will take place prior to commencing this project to inform all personnel of emergency procedures and evacuation methods.

At all times, a dive log with the name of the diver in the water and the time this individual leaves the surface will be maintained.

A confined space plan will be kept posted throughout the entire project with the radio tender.

Police, Fire and Rescue teams telephone numbers will be posted at all times during the project.

All medical records for all personnel will be on site during the project.

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DIVE LOG/CONFINED SPACE ENTRY PERMIT

DATE	CUSTOMER/JOB NAME				
TENDER	DIVER	DIVER	DIVER	DIVER	WEATHER
WATER DEPTH					AIR TEMP
WORKING DEPTH					WATER TEMP
LEAVE SURFACE					GEAR TYPE/ AIR SOURCE
LEAVE BOTTOM					
BOTTOM TIME					
TIME TO 1ST D STOP					
TYPE OF WORK					

DECOMP SCHEDULE	DEPTH	TIME	DEPTH	TIME	DEPTH	TIME	DEPTH	TIME
REACH SURFACE								
REPET GROUP								
TOTAL TIME OF DIVE								
CONDITION OF DIVER								

NO-D LIMITS

FEET	MINUTES
10	NO-D
15	NO-D
20	NO-D
25	1102
30	371
35	232
40	163
45	125
50	92
55	74
60	63
70	48
80	39
90	33
100	25
110	20
120	15

EMERGENCY NUMBERS/SAFETY NOTES:

CONFINED SPACE ENTRY PERMIT FOR POTABLE WATER STORAGE TANKS. FULL DRY SUIT, DIVING HELMET AND SURFACE SUPPLIED AIR TO BE USED ONLY, UNLESS OTHERWISE AUTHORIZED BY SUPERVISOR.

POLICE: 911

PERMIT VALID FOR 8 HOURS AM/PM

FIRE:

TO: AM/PM

RESCUE:

TAG/LOCKOUT VALVES:

CLIENT:

OTHER PERSONNEL IN TANK	TIME IN	TIME OUT	TASK

NOTES:

AIR MONITORING (IF APPLICABLE)

0.2% _____

L.E.L% _____

TOXIC _____

SIGNATURE _____

PRINT _____

SUPERVISOR

COPY TO REMAIN ON FILE FOR 7 YEAR

FALL PROTECTION | SITE SPECIFIC PLAN

HAZARD ANALYSIS / WORKSHEET

Name of Company:_____

Name of Project:_____

Date of Plan (Month/Day/Year):_____

Competent Person Supervising the Plan: _____

Qualified Person Developing the Plan: _____

Location of Site/Project:_____

Scope of Work To Be Completed (Please Detail Below):

_____

_____

_____

Site Specific Plan Document Instructions

According to OHSA mandated code section 1926.502(K) if an employer can demonstrate that conventional fall protection is infeasible or presents a greater hazard, than the employer *must* develop and implement a site specific fall protection plan (hazard analysis) that complies with 1926.502(k). According to this code, the employer bears the burden of establishing that it is appropriate to implement a fall protection plan for a particular workplace situation based on potential safety hazards that might arise during the course of the work.

Fall Hazards not addressed on this Site Specific Pan will refer back to the companies Fall Protection Program.

Describe Why This Job Needs Its Own Specific Fall Protection Plan

_____

_____

_____

Important Note: Inspect all equipment and work area conditions prior to work. Any damage equipment should be removed from service. If any work condition changes are not covered by this site plan it is the responsibility of said company to formulate a unique Fall Protection site plan that addresses all worksite hazards present at any given time.

All new hazards should be noted on this plan and reviewed by all employees prior to starting work.

Please Review The Project Site & Fill Out The Appropriate Information Below

1. Are there fall hazards of ten (10) feet or more? Yes ____ No ____
***or* is there a site specific height requirement, if so what is the height is that height? _____ft**

Please be sure to indicate both Location & Hazard Description(s)…

1. Location:_____ **Hazard:**_____

_____

2. Location:_____ **Hazard:**_____

_____

3. Location:_____ **Hazard:**_____

_____

4. Location:_____ **Hazard:**_____

_____

2. Will work be done overhead? Yes ____ No ____

a. If you answered *yes* to Question 2, then please describe below.
b. If you answered *no* to Question 1 and *no to Question 2*, then please skip to Question 6 (be sure to collect signatures from the entire crew & keep on file).

1. Location:_____ **Hazard:**_____

_____

2. Location:_____ **Hazard:**_____

_____

3. Location:_____ **Hazard:**_____

_____

4. Location:_____ **Hazard:**_____

_____

3. Equipment needed (please list quantity needed below, if not applicable please leave blank)

____ Full Body Harness
____ Lanyard (___')
____ Lanyard Extension
____ SRL: (___')
____ Personal SRL: (___')
____ Body Belt (For Fall Restraint Only)
____ Beamer (Rolling)
____ Beamer (Horizontal/Vertical)
____ Handrails
____ Parapet Anchor
____ Window/Door Anchor
____ Concrete Anchor
____ Rope/Wire Grabs
____ Pipe Clamp
____ Beam Strap (___')
____ Roof Anchor (Nailed)
____ Roof Anchor (Temporary)
____ Danger Tape
____ Caution Tape

Warning Line Systems (Span ___')
(See Warning Line System Requirements Located In Fall Protection Program)

____ Cable ____ Rope ____ Safety Monitor Name(First & Last):_____

Horizontal Life Line System (Span ___')
(See Horizontal Line System Requirements Located In Fall Protection Program)

____ Cable ____ Rope

Vertical Life Line System (Span ___')
(See Vertical Line System Requirements in Fall Protection Program)

____ Cable ____ Rope

Other Equipment used: Yes ____ No ____ (If yes, please note in the space provided below)

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

4. Rescue Plan (Please Describe):

_____

_____

_____

_____

5. Rescue Equipment Needed (Please detail necessary equipment for above detailed Rescue Plan)

1. Location: _____ **Equipment:** _____

_____

2. Location: _____ **Equipment:** _____

_____

3. Location: _____ **Equipment:** _____

_____

4. Location: _____ **Equipment:** _____

_____

5. Location: _____ **Equipment:** _____

_____

6. This fall protection plan has been reviewed by the following workers in accordance with the Companies Fall Protection Program.

Name and Signature of Each Employee is required.

1. _____	**x** _____	**6.** _____	**x** _____
2. _____	**x** _____	**7.** _____	**x** _____
3. _____	**x** _____	**8.** _____	**x** _____
4. _____	**x** _____	**9.** _____	**x** _____
5. _____	**x** _____	**10.** _____	**x** _____

Your Signature Indicates:

- You understand the Hazards and Safety Procedures described in this plan
- You will report any unusual Hazards or Safety Risks you discover on the job
- You will adhere to this Safety Plan
- You will wear and use all PPE required

INSURANCE CERTIFICATES

UNDERWATER SOLUTIONS INC.

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisk Marine Insurance Intl, LLC
8110 Breakwater Dr
New Orleans LA 70124

CONTACT NAME: Jodi Wibel
PHONE (A/C, No, Ext): (504) 302-4400 FAX (A/C, No):
E-MAIL ADDRESS: jwibel@fiskusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMERICAN INS. CO.	22136
INSURER B : Underwriters at Lloyd's	15792
INSURER C : COMMERCE & INDUSTRY INS CO	19410
INSURER D : WESTCHESTER SURPLUS LINES INS CO	10172
INSURER E :	
INSURER F :	

INSURED
Underwater Solutions, Inc.
PO Box 208
Mattapoisett MA 02739
UNDESOL-01

COVERAGES **CERTIFICATE NUMBER:** 1762015461 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	OMH5834568-15	10/1/2018	10/1/2019	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X SRLL						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WC 5226528	10/1/2018	10/1/2019	X WC STATU-TORY LIMITS X OTH-ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Professional Liability Contractors Pollution Liability	Y	Y	J180288 G27095240006	1/13/2018 10/1/2018	1/13/2019 10/1/2019	Limit Each Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Wavier of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation. Work Comp Section 3 A of policy includes states of FL, MA and NY.

CERTIFICATE HOLDER

Orlando Utilities Commissions
100 West Anderson Street
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House Account	
Peter P. Briggs Insurance Agency Inc. 19 County Road P. O. Box 96 Mattapoisett MA 02739	PHONE (A/C, No, Ext): (508) 758-6929	FAX (A/C, No): (508) 758-9604
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire	25615
INSURED UNDERWATER SOLUTIONS INC. P.O. BOX 208, 70 NORTH STREET MATTAPOISETT MA 02739	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL17122701543 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		BA-1236B357-18-SEL	01/30/2018	01/30/2019	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI	$ 20,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ORLANDO UTILITIES COMMISSIONS
100 WEST ANDERSON STREET
ORLANDO FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UNDERWATER SOLUTIONS INC.

DIVER CERTIFICATES

UNDERWATER SOLUTIONS INC.

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

NACE INTERNATIONAL

Certificate of Achievement

NACE International Recognizes

Christopher Cole

NACE Coating Inspector Level 1—Certified

CIP Certification Number 25173

Certification Awarded
October 2009

Tony Kane

Executive Director

COMMERCIAL DIVING CENTER

LOS ANGELES HARBOR, CALIFORNIA

Diploma

This is to certify that

Christopher Arthur Cole

has completed all academic and practical requirements of:

Course 2 - Commercial Diver Training - 32 wks. / 1186 hrs.

This month of March *19* 83

James T. Joiner, Executive Director

John Robertson, Training Director

Registered Number 993

OSHAcampus™

powered by 360training.com

Certificate of Course Completion

Christopher A Cole	OSHA - 30 Hour Construction Industry Outreach Training Program	11/23/2008 18:16 CST
Student's Name	Course Title	Course Completion Date
Student's Signature	1074949	10
	Certificate Number	# of hours approved

IACET The Continuing Education Unit ®

1.5 Safety CM Points
Approval#: 08-372

360training.com, Inc. has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405, Greensboro Drive, Suite 800, McLean, VA 22102-5120. 360training.com, Inc. has awarded (1.0) CEUs to participants who successfully complete this program.

I hereby attest that I have completed the above named safety course in accordance with the ethical guidelines defined by,

OSHAcampus.com

I further state that I have paid for the course and that I did not use another's work (Plagiarism).Students should retain certificates and refer to course instructions to receive official certification where necessary.

360training
Corporate Headquarters
13801 N. Mo-Pac, Suite 100
Austin, Texas 78727
Tel: 888-360-8764
Fax: 512-727-7683
Email: support@360training.com

CleanHarbors

Environmental Services Companies

Certificate of Training

This is to certify that **Christopher A. Cole**

representing **Underwater Solutions, Inc.**

satisfactorily completed training in

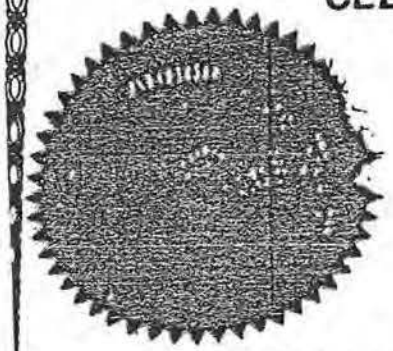
PERSONAL PROTECTION & SAFETY FOR HAZARDOUS WASTE OPERATIONS

40 HR PROGRAM - February 15-19, 1993

AS REQUIRED BY 29 CFR 1910.120

Conducted by

CLEAN HARBORS ENVIRONMENTAL TRAINING SPECIALISTS



Dated: February 22, 1993

Instructor

Director of Training

Certificate of Completion

Christopher Cole

has successfully completed

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: 8/17/14

CEU/CME: 0.2/2.0

certificate number
89FFE12A-2631-11E4-ACF5-99D86FA3E387

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

CDA Technical Institute

This is to certify that

Jerry McCaig

Having satisfactorily completed the course of study

and having complied with all other requirements of CDA Technical Institute in

Jacksonville, Florida on this 25th Day of October 2013

Diploma

With all the honors, rights, privileges and obligations pertaining to

Air/Mixed Gas Commercial Diver

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

CDA Technical Institute

Jacksonville, Florida

This is to certify that

Jerry McCaig

Having satisfactorily completed the 40 hour course of study
and having complied with all other requirements of CDA Technical Institute

On this 25th Day of October 2013

HAZWOPER

This course complies with and exceeds the OSHA (40 Hours) 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response and Commercial Diving in Hazardous/Contaminated Environments(20 Hours) ANSI/ACDE-01-1998.

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY
SAFETY
INTERNATIONAL

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

This is to certify that

Jerry McCaig

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

NDT SPECIALIST SNT-TC-1A-Underwater visual level I
Underwater Ultrasonic Thickness level I and II
Underwater Magnetic Partical level I and II

through CDA Technical Institute

API Certified Training Provider
TM
TPCP-0193

1 week
40 Hour

on this 25th day of October 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

This is to certify that

Jerry McCaig

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

Offshore Survival

through CDA Technical Institute

API Certified Training Provider™

TPCP-0193

2 Day
16 Hour

on this 25th day of October 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

This is to certify that

Jerry McCaig

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

Rigging Specialist
RP-2D Rigging

through CDA Technical Institute

API Certified Training Provider
TM
TPCP-0193

7 Day

56 Hour

on this 25th day of October 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

CDA Technical Institute

This is to certify that

Jerry McCaig

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute in
Jacksonville, Florida on this 25th Day of October 2013

Certificate of Completion

With all the honors, rights, privileges and obligations pertaining to

Topside Welding for Commercial Divers

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

CDA Technical Institute

Jacksonville, Florida

This is to certify that

Jerry McCaig

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute

This 25th Day of October 2013

Underwater Welding Specialist

Advanced Welding
Procedures/Specifications ISO
15618-1:2001(E) / AWS D3.LM:1998
Wet Welding / Hyperbaric Welding
Testing : ANNEX A-ISO15618

CDA TECHNICAL INSTITUTE
EDUCATION
INTEGRITY
SAFETY
INTERNATIONAL

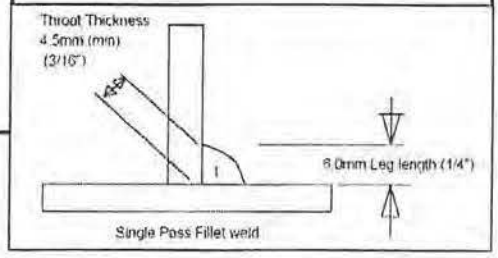
FOUNDER / CEO

DIRECTOR OF EDUCATION

Underwater Welding Qualification Certificate

Testing Standard: AWS D3.6M-10 Class C
Welding Procedure No: CDA1180-872
Welder's Name: Jerry McCaig
Organization: CDA Technical Institute

Weld Test Details		Range Of Approval
Welding Process	SMAW / MMA (Wet-Stick) 111	Underwater SMAW
Plate or Pipe	Plate (P)	Plate or pipe over 24"
Pipe OD [mm]	-	-
Material Thickness	1/4"	1/8" – 1/2"
Parent Metal Group	Plain carbon steel A36	Group 1 materials to ISO 15608:2000
Type of Joint	'T' joint fillet weld (FW)	Single pass fillet welds only
Electrode Size & Type	5/32" Broco Softtouch	E7014 Equivalent
Amps/Volts & Polarity	180-185A @25-26V (DCEN)	Stated range, +/- 10%
Welding Position(s)	PB (Horizontal Fillet) (2F)	1F & 2F
# of Weld Passes	One (1) Pass	Single pass fillet welds
Techniques Used	Drag Technique	As specified
Transportation Method	Wet Quiver	As specified
Travel Speed	8.5" p/minute	
Visibility & Depth	Good, 10ft	
Water Type & State	Freshwater training tank	
Machine Make/Model	Lincoln Vantage 300	



Type of Test	Results
Visual	Satisfactory
Radiography	N/A
MPI/Dye Pen	N/A
Macro	N/A
Fracture	N/A
Bend	N/A
Additional Tests	N/A

PASSED

Prolongation for Approval by Employer

Date	Signature	Position

Date of Welding: 10/25/2013
Location of Welding: Jacksonville, FL
Validity of Approval: 90 days

Internal Examiner: Walt Joslyn
Signature & Stamp:

Certificate of Completion

Jerry McCaig

has successfully completed

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: 7/11/15

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
80740E48-27F6-11E5-B5BC-7E70B53D13A8

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

Compliance Training Online™

a division of KRIST INC.

hereby certifies that

Jerry McCaig

has successfully completed

Permit & Non-permit Confined Space Entry

OSHA 29 CFR 1910.146 Training

American Health Care Academy

A1305548

Adult, Child, Infant CPR
& AED Training (BLS)

Jerry McCaig

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum.

07/21/2018
Issue Date

07/21/2020
Renewal Date

Instructor Signature

Holder's Signature

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-277-7865 or visit cpraedcourse.com

American Health Care Academy
Renewal Recommended every 2 years

CDA Technical Institute

This is to certify that

Karissa Soto

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute in
Jacksonville, Florida on this 22nd Day of November 2013

Diploma

With all the honors, rights, privileges and obligations pertaining to

Air/Mixed Gas Commercial Diver

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

CDA Technical Institute

Jacksonville, Florida

This is to certify that

Karissa Soto

Having satisfactorily completed the 40 hour course of study
and having complied with all other requirements of CDA Technical Institute

On this 22nd Day of November 2013

HAZWOPER

This course complies with and exceeds the OSHA (40 Hours) 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response and Commercial Diving in Hazardous/Contaminated Environments(20 Hours) ANSI/ACDE-01-1998.

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

This is to certify that

Karissa Soto

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

Rigging Specialist
RP-2D Rigging

through CDA Technical Institute

API Certified Training Provider
TM
TPCP-0193

7 Day

56 Hour

on this 22nd day of November 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

This is to certify that

Karissa Soto

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

Offshore Survival

through CDA Technical Institute

API Certified Training Provider

TM

TPCP-0193

2 Day
16 Hour

on this 22nd day of November 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

This is to certify that

Karissa Soto

has satisfactorily completed the course of study and having complied with all other requirements of

Air/Mixed Gas Commercial Diver

certifying in

NDT SPECIALIST SNT-TC-1A-Underwater visual level I
Underwater Ultrasonic Thickness level I and II
Underwater Magnetic Partical level I and II

through CDA Technical Institute

API Certified Training Provider
TM
TPCP-0193

1 week
40 Hour

on this 22nd day of November 2013

CHIEF ADMINISTRATIVE OFFICER

FOUNDER/CEO

CDA Technical Institute

This is to certify that

Karissa Soto

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute in
Jacksonville, Florida on this 22nd Day of November 2013

Certificate of Completion

With all the honors, rights, privileges and obligations pertaining to

Topside Welding for Commercial Divers

FOUNDER/CEO

CHIEF ADMINISTRATIVE OFFICER

CDA TECHNICAL INSTITUTE
EDUCATION
INTEGRITY
SAFETY
INTERNATIONAL

CDA Technical Institute

Jacksonville, Florida

This is to certify that

Karissa Soto

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute

This 22nd Day of November 2013

Underwater Welding Specialist

Advanced Welding
Procedures/Specifications ISO
15618-1:2001(E) / AWS D3.LM:1998
Wet Welding / Hyperbaric Welding
Testing : ANNEX A-ISO15618

CDA TECHNICAL INSTITUTE
EDUCATION
INTEGRITY
SAFETY
INTERNATIONAL

FOUNDER / CEO

DIRECTOR OF EDUCATION

Certificate of Completion

Karissa Soto

has successfully completed

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: 7/12/15

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
18C2461A-28F1-11E5-B5BC-7E70B53D13A8

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE

a division of KRIST INCORPORATED

CTO

Compliance Training Online™

a division of KRIST INC.

hereby certifies that

Karissa Soto

has successfully completed

Permit & Non-permit Confined Space Entry

OSHA 29 CFR 1910.146 Training

American Health Care Academy

A1305547

Adult, Child, Infant CPR
& AED Training (BLS)

Karissa Soto

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum.

07/21/2018
Issue Date

07/21/2020
Renewal Date

Instructor Signature

Holder's Signature

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-277-7865 or visit cpraedcourse.com

American Health Care Academy
Renewal Recommended every 2 years

CDA Technical Institute

This is to certify that

Craig Medeiros

Having satisfactorily completed the course of study
and having complied with all other requirements of CDA Technical Institute in
Jacksonville, Florida on this 18th Day of December 2015

Certificate of Completion

With all the honors, rights, privileges and obligations pertaining to

Topside Welding for Commercial Divers

FOUNDER/CEO

EXECUTIVE DIRECTOR

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY
SAFETY
INTERNATIONAL

This is to certify that

Craig Medeiros

Has satisfactorily completed the course of study and having complied with all the requirements of

Air/Mixed Gas Commercial Diver

NDT Specialist SNT-TC-1A-Underwater Visual Level I
Underwater Ultrasonic Thickness Level I and II
Underwater Magnetic Particle Level I and II

Through CDA Technical Institute

On this 18th day of December 2015

1 Week
40 Hours

EXECUTIVE DIRECTOR

FOUNDER/CEO

This is to certify that

Craig Medeiros

Has satisfactorily completed the course of study and having complied with all the requirements of

Air/Mixed Gas Commercial Diver

N.C.C.E.R. Fundamentals of Rigging

Through CDA Technical Institute

nccer
7 Days
56 Hours

On this 18th day of December 2015

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

EXECUTIVE DIRECTOR

FOUNDER/CEO

CDA Technical Institute

Jacksonville, Florida

This is to certify that

Craig Medeiros

Having satisfactorily completed the 40 hour course of study
and having complied with all other requirements of CDA Technical Institute

On this 18th Day of December 2015

HAZWOPER

This course complies with and exceeds the OSHA (40 Hours) 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response and Commercial Diving in Hazardous/Contaminated Environments(20 Hours) ANSI/ACDE-01-1998.

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY
SAFETY
INTERNATIONAL

FOUNDER/CEO

EXECUTIVE DIRECTOR

This is to certify that

Craig Medeiros

Has satisfactorily completed the course of study and having complied with all the requirements of

Air/Mixed Gas Commercial Diver

Offshore Survival

Through CDA Technical Institute

On this 18th Day of December 2015

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

EXECUTIVE DIRECTOR

FOUNDER/CEO

2 Days
16 Hours

CDA Technical Institute

This is to certify that

Craig Medeiros

Having satisfactorily completed the course of study

and having complied with all other requirements of CDA Technical Institute in

Jacksonville, Florida on this 18th Day of December 2015

Diploma

With all the honors, rights, privileges and obligations pertaining to

Air/Mixed Gas Commercial Diver

OFFICIAL RECORDS

FOUNDER/CEO

CHIEF OPERATING OFFICER

CDA TECHNICAL INSTITUTE
EDUCATION INTEGRITY SAFETY
INTERNATIONAL

Certificate of Completion

craig medeiros

has successfully completed

Cal/OSHA Confined Space Entry
Title 8 CCR, Section 5157 & 5158 Training
Tested On: 5/15/16

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
6E859D60-1AF4-11E6-89B2-9457A56B2AFC

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

American Health Care Academy

A1308510

Adult, Child, Infant CPR
& AED Training (BLS)

Craig Medeiros

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum.

07/27/2018
Issue Date

07/27/2020
Renewal Date

Instructor Signature

Holder's Signature

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-277-7865 or visit cpraedcourse.com

American Health Care Academy
Renewal Recommended every 2 years

Southcoast Health

SOUTHCOAST PHYSICIANS GROUP
100 Rosebrook Way 2nd Floor
Wareham MA 02571-2097
508-273-4950

February 21, 2018

Patient: **Christopher A Cole**
Date of Birth: **4/5/1964**
Date of Visit: **2/21/2018**

To Whom It May Concern:

Christopher Cole was seen on today and had a routine physical exam. Patient is healthy.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Mazhar A. Jakhro, MD

minute clinic™

Patient Name: MCCAIG, JERRY, D. Today's Date: 28JUL17
Address: 16 STONEDGE RD, MATTAPOISETT, MA 02739 Date of Birth: 01JUN57

Part One: TO BE COMPLETED BY PATIENT

Purpose of Exam: WORK PHYSICAL

Current Medications (including over the counter and/or herbal supplements):

Name	Dosage	How Often?	Reason for Medication?
L-LEUCINE	3GR/DAY		SUPPLEMENT HEALTH
L-ARGININE	3GR/DAY		SUPPLEMENT HEALTH

Allergies/Sensitivities: N/A

Adult Immunizations Review:

Please list the date of your last immunizations (write N/A if not applicable):

Flu: _____ Pneumonia: _____ Shingles: _____ TDaP (Tetanus, Diptheria & Pertussis): _____

Review of Systems:

Mark YES or NO to the following health history questions:
For any YES answer write the start date, diagnosis, treating providers' name and any current limitation in the comment field below.

System	YES	NO	System	Yes	NO	System	Yes	No
GENERAL:			**HEENT:**			**NEUROLOGICAL:**		
Weight loss		✓	Headache		✓	Blackouts		✓
Fatigue		✓	Vision Loss		✓	Dizziness		✓
Memory Loss		✓	Decreased Hearing		✓	Seizure		✓
ENDOCRINOLOGY:			Sinus Pain		✓	Numbness/tingling		✓
Diabetes		✓	**RESPIRATORY:**			**PSYCHIATRIC:**		
Excessive thirst		✓	Cough		✓	Anxiety		✓
Excessive Urination		✓	Wheezing		✓	Depression		✓
GASTROINTENSTINAL:			**HEMATOLOGY:**			Sleep issues		✓
Bloody stool		✓	Anemia		✓			
Constipation		✓	Bleeding Issues		✓			
Heartburn		✓	**GENITOURINARY:**					
Nausea/Vomiting		✓	Pain with urination		✓			
Diarrhea		✓	Blood in urine		✓			
CARDIOVASCULAR:			Menstrual irregularities		✓			
Chest Pain		✓	**MUSCULOSKELETAL:**					
Irregular heartbeat		✓	Joint pain		✓			
Elevated blood pressure		✓	Joint swelling		✓			
Shortness of breath		✓	Jaw pain		✓			
Limb swelling		✓						

Comments:

Patient Signature: Jerry D McCaig Date: 28JUL17

minute clinic™

Part Two: TO BE COMPLETED BY PROVIDER

GENERAL PHYSICAL EXAM:

Patient Name: Jerry McCaig DOB: 6-1-87

VITAL SIGNS:

Height 5'9" Weight 165 lbs. Blood Pressure 128/78 Pulse 68

Respiration 16 Temperature 97.5 Vision 20/20 L/R/B

TUBERCULOSIS (TB) SCREENING:

Is Tb screening required for this exam? Yes ☐ No ☑

If Yes: Date given _____ Date read _____ Results _____

System Name	Normal Findings?	Comments/Abnormal Findings
Eyes	Yes ☑ No ☐	
Ears	Yes ☑ No ☐	
Nose	Yes ☑ No ☐	
Mouth/Throat	Yes ☑ No ☐	
Head/Face/Neck	Yes ☑ No ☐	
Lungs	Yes ☑ No ☐	
Cardiovascular	Yes ☑ No ☐	
Extremities	Yes ☑ No ☐	
Abdomen/Gastrointestinal	Yes ☑ No ☐	
Musculoskeletal	Yes ☑ No ☐	
Integumentary	Yes ☑ No ☐	
Genitourinary (males only)*	Yes ☐ No ☐	N/A
Lymphatic	Yes ☑ No ☐	
Endocrine	Yes ☑ No ☐	
Nervous System	Yes ☑ No ☐	

*Consider GU exam if suspected hernia or if required by employer. Having third party present is recommended.

Additional Comments/Recommendations: I can identify no reason that this patient would not be able to dive.

Name of Provider Completing Exam *(please print)*: Dana Drake Date: 7-28-18

Provider Signature _____ **Patient Signature:** _____

Phone Number: 1-866-389-2727

Clinic Address: ~~CVS PHARMACY/ATTN: MINUTE CLINIC~~
2375 VANDERBILT BEACH RD
NAPLES, FL 34109

Updated: 8/1/16

Form MCSA-5876 (Revised: 12/06/2015) OMB No. 2126-0006 Expiration Date: 8/31/2018

Public Burden Statement

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 1 minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)

I certify that I have examined Last Name: McCaig First Name: Jerry In accordance with (please check only one):

☑ the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified. And, if applicable, only when (check all that apply) OR

○ the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):

☐ Wearing corrective lenses ☐ Accompanied by a _____ waiver/exemption ☐ Driving within an exempt intracity zone (49 CFR 391.62) (Federal)
☐ Wearing hearing aid ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Qualified by operation of 49 CFR 391.64 (Federal)
☐ Grandfathered from State requirements (State)

Medical Examiner's Certificate Expiration Date

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office. 7/14/18

Medical Examiner's Signature	Medical Examiner's Telephone Number	Date Certificate Signed
[signature]	(508)992-5546	7/14/16

Medical Examiner's Name (please print or type): Tracie Washburn

○ MD ○ Physician Assistant ☑ Advanced Practice Nurse
○ DO ○ Chiropractor ○ Other Practitioner (specify) _____

Medical Examiner's State License, Certificate, or Registration Number	Issuing State	National Registry Number
RN 261281	MA	8458576857a3

Driver's Signature	Driver's License Number	Issuing State/Province
Jerry D McCaig	M220-424-87-201-0	MA

Driver's Address — CLP/CDL Applicant/Holder

Street Address: 8 TOBEY LANE City: MATTAPOISETT State/Province: MA Zip Code: 02739 ○ Yes ☑ No

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ORIGINAL - DRIVER

47377 (Rev. 1/16)

DIVERS MEDICAL INFORMATION

UNDERWATER SOLUTIONS INC.

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

Form MCSA-5875

OMB No. 2126-0006 Expiration Date: 8/31/2016

Public Burden Statement: A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 25 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

Department of Transportation
Federal Motor Carrier Safety Administration

Medical Examination Report Form
(for Commercial Driver Medical Certification)

PRIVACY ACT STATEMENT: ***This statement is provided pursuant to the Privacy Act of 1974, 5 USC § 552a.***

AUTHORITY: Title 49, United States Code (USC), 49 USC 31133(a)(8) and 31149(c)(1)(E).

MEDICAL RECORD #

_____

(or sticker)

PURPOSE: To record results of a driver's physical examination, to determine qualification to operate a commercial motor vehicle (CMV), and to promote driver health in interstate commerce according to the requirements in 49 CFR 391.41-49. Providing this information is mandatory. If this information is not provided, the medical examiner will not be able to determine qualification to operate a CMV in interstate commerce according to the requirements in 49 CFR 391.41-49. To record results of a driver's physical examination and to determine qualification to operate a CMV in intrastate commerce when the driver is required by a State to be examined by a medical examiner listed on the National Registry of Certified Medical Examiners in accordance with the provisions of 49 CFR 391.41-49 and any variances from the physical qualification standards adopted by such State.

Medical examiners are required to complete the Medical Examination Report Form for every driver physical examination performed in accordance with 49 CFR 391.41. Each original (paper or electronic) completed Medical Examination Report Form must be retained on file at the office of the medical examiner for at least 3 years from the date of examination. The medical examiner must make all records and information in these files available to an authorized representative of FMCSA or an authorized Federal, State, or local enforcement agency representative, within 48 hours after the request is made [49 CFR 391.43(i)].

ROUTINE USES: The information is used for the purpose set forth above and may be forwarded to Federal, State, or local law enforcement agencies for their use. Medical Examination Report Forms collected by FMCSA will be stored in FMCSA's automated National Registry of Certified Medical Examiners System and will be used to monitor the performance of medical examiners listed on the National Registry.

In addition to those disclosures permitted under 5 USC 552a(b) of the Privacy Act of 1974, additional disclosures may be made in accordance with the U.S. Department of Transportation (DOT) Prefatory Statement of General Routine Uses published in the Federal Register on December 29, 2010 (75 FR 82132), under "Prefatory Statement of General Routine Uses" (available at http://www.dot.gov/privacy/privacyactnotices).

ACKNOWLEDGMENT: ***I understand the provisions of the Privacy Act of 1974 as related to me through the above-mentioned statement.***

Driver's Signature: Jerry D McCaig Date: 14 JUL 16

SECTION 1. Driver Information *(to be filled out by the driver)*

PERSONAL INFORMATION

Last Name: MCCAIG First Name: JERRY Middle Initial: D Date of Birth: 01 JUN 87 Age: 29

Street Address: 8 TOBEY LANE City: MATTAPOISETT State/Province: MA Zip Code: 02739

Driver's License Number: M220-424-87-201-0 Issuing State/Province: FL Phone: 7572726159 Gender: ☒ M ○ F

E-mail *(optional)*: _____ CLP/CDL Applicant/Holder*: ○ Yes ☒ No

Driver ID Verified By**: [signature] LIC

Has your USDOT/FMCSA medical certificate ever been denied or issued for less than 2 years? ○ Yes ☒ No ○ Not Sure

*CLP/CDL Applicant/Holder: See instructions for definitions.

**Driver ID Verified By: Record what type of photo ID was used to verify the identity of the driver, e.g., CDL, driver's license, passport.

DRIVER HEALTH HISTORY

Have you ever had surgery? If "yes," please list and explain below. ○ Yes ☒ No ○ Not Sure

Are you currently taking medications *(prescription, over-the-counter, herbal remedies, diet supplements)*? If "yes," please describe below. ○ Yes ☒ No ○ Not Sure

(Attach additional sheets if necessary)

Last Name: MCCAIG First Name: JERRY DOB: 01JUL87 Exam Date: 14JUL16

DRIVER HEALTH HISTORY (continued)

ou have or have you ever had:	Yes	No	Not Sure
1. Head/brain injuries or illnesses *(e.g., concussion)*	○	Ø	○
2. Seizures, epilepsy	○	Ø	○
3. Eye problems *(except glasses or contacts)*	○	Ø	○
4. Ear and/or hearing problems	○	Ø	○
5. Heart disease, heart attack, bypass, or other heart problems	○	Ø	○
6. Pacemaker, stents, implantable devices, or other heart procedures	○	Ø	○
7. High blood pressure	○	Ø	○
8. High cholesterol	○	Ø	○
9. Chronic (long-term) cough, shortness of breath, or other breathing problems	○	Ø	○
10. Lung disease *(e.g., asthma)*	○	Ø	○
11. Kidney problems, kidney stones, or pain/problems with urination	○	Ø	○
12. Stomach, liver, or digestive problems	○	Ø	○
13. Diabetes or blood sugar problems	○	Ø	○
Insulin used	○	○	○
14. Anxiety, depression, nervousness, other mental health problems	○	Ø	○
15. Fainting or passing out	○	Ø	○
16. Dizziness, headaches, numbness, tingling, or memory loss	○	Ø	○
17. Unexplained weight loss	○	Ø	○
18. Stroke, mini-stroke (TIA), paralysis, or weakness	○	Ø	○
19. Missing or limited use of arm, hand, finger, leg, foot, toe	○	Ø	○
20. Neck or back problems	○	Ø	○
21. Bone, muscle, joint, or nerve problems	○	Ø	○
22. Blood clots or bleeding problems	○	Ø	○
23. Cancer	○	Ø	○
24. Chronic (long-term) infection or other chronic diseases	○	Ø	○
25. Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring	○	Ø	○
26. Have you ever had a sleep test *(e.g., sleep apnea)*?	○	Ø	○
27. Have you ever spent a night in the hospital?	○	Ø	○
28. Have you ever had a broken bone?	○	Ø	○
29. Have you ever used or do you now use tobacco?	Ø	○	○
30. Do you currently drink alcohol?	Ø	○	○
31. Have you used an illegal substance within the past two years?	○	Ø	○
32. Have you ever failed a drug test or been dependent on an illegal substance?	○	Ø	○

C health condition(s) not described above: ○ Yes Ø No ○ Not Sure

Did you answer "yes" to any of questions 1-32? If so, please comment further on those health conditions below. Ø Yes ○ No ○ Not Sure

29. 2-3 x DAILY

30. 2-3 x WEEKLY

(Attach additional sheets if necessary)

CMV DRIVER'S SIGNATURE

I certify that the above information is accurate and complete. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate, that submission of fraudulent or intentionally false information is a violation of 49 CFR 390.35, and that submission of fraudulent or intentionally false information may subject me to civil or criminal penalties under 49 CFR 390.37 and 49 CFR 386 Appendices A and B.

Driver's Signature: Jerry D McCaig Date: 14JUL16

SECTION 2. Examination Report *(to be filled out by the medical examiner)*

DRIVER HEALTH HISTORY REVIEW

Review and discuss pertinent driver answers and any available medical records. Comment on the driver's responses to the "health history" questions that may affect the driver's safe operation of a commercial motor vehicle (CMV).

PMH: Pt denies ; 6 daily meds
FH: Pt denies
NKDA

occasional chewing tobacco
RCP: None

(Attach additional sheets if necessary)

Last Name: MCCAIG First Name: JERRY DOB: 01JUN87 Exam Date: 14JUL16

TESTING

Pulse rate: 63 Pulse rhythm regular: ● Yes ○ No Height: 5 feet 8 inches Weight: 171 pounds

Blood Pressure	Systolic	Diastolic
Sitting	112	74
Second reading (optional)		

Urinalysis	Sp. Gr.	Protein	Blood	Sugar
Urinalysis is required. Numerical readings must be recorded.	1.015	NEG	NEG	NORM

Other testing if indicated

Protein, blood, or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

Vision

Standard is at least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° field of vision in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

Acuity	Uncorrected	Corrected	Horizontal Field of Vision
Right Eye:	20/13	20/___	Right Eye: ___ degrees
Left Eye:	20/15	20/___	Left Eye: ___ degrees
Both Eyes:	20/13	20/___	

	Yes	No
Applicant can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors	●	○
Monocular vision	○	●
Referred to ophthalmologist or optometrist?	○	○
Received documentation from ophthalmologist or optometrist?	○	○

Hearing

Standard: Must first perceive whispered voice at not less than 5 feet OR average hearing loss of less than or equal to 40 dB, in better ear (with or without hearing aid).

Check if hearing aid used for test: ☐ Right Ear ☐ Left Ear ☐ Neither

Whisper Test Results

	Right Ear	Left Ear
Record distance *(in feet)* from driver at which a forced whispered voice can first be heard	≥5	≥5

OR

Audiometric Test Results

Right Ear			Left Ear		
500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz

Average (right): _____ Average (left): _____

PHYSICAL EXAMINATION

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen, or is readily amenable to treatment. Even if a condition does not disqualify a driver, the Medical Examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible, particularly if neglecting the condition could result in a more serious illness that might affect driving.

Check the body systems for abnormalities.

Body System	Normal	Abnormal	Body System	Normal	Abnormal
1. General	●	○	8. Abdomen	●	○
2. Skin	●	○	9. Genito-urinary system including hernias	●	○
3. Eyes	●	○	10. Back/Spine	●	○
4. Ears	●	○	11. Extremities/Joints	●	○
5. Mouth/throat	●	○	12. Neurological system including reflexes	●	○
6. Cardiovascular	●	○	13. Gait	●	○
7. Lungs/chest	●	○	14. Vascular system	●	○

Discuss any abnormal answers in detail in the space below and indicate whether it would affect the driver's ability to operate a CMV. Enter applicable item number before each comment.

(Attach additional sheets if necessary)

URGENT CARE
american family care

119 COGGESHALL ST
NEW BEDFORD, MA 02746
phone: 508-990-1900 • fax: 508-990-1929
Monday - Friday: 8:00 AM - 8:00 PM
Saturday: 8:00 AM - 5:00 PM
Sunday: 8:00 AM - 5:00 PM

Examination Form

Please print and fill-out this form completely on both sides.

Patient's Name: Karissa Soto Date of Birth: 07/07/1990

Home Phone: 505-803-9852 Work Phone: " " Other: " "

Name of Parent or Guardian *(if under 18 years of age)*:

Height: 5'4" Weight: 149.6 BP 122/77 Resting Pulse: 73 Vision: R 20/ 40 L 20/ 20 Corrected? ☒ Y ☐ N

Area	Comments	Initials
Head & Scalp		
Ears		
Nose & Sinus		
Throat, Tonsils, & Adenoids		
Thyroid		
Chest/Lungs		
Respirations		
Cardiovascular		
Heart Rate		
Rhythm		
Murmurs		
Other		
Abdomen		
Scar, Tenderness, or Masses		

Area	Comments	Initials
Hernia		
Paired & Functioning Organs		
Musculoskeletal		
Spine/Posture		
Shoulders		
Lower Arm, Hand, & Fingers		
Torso: Posture		
Lower Body: Knee, Ankles, Feet		
Skin		
Central Nervous System		
Pupil Response		
Reflexes		
Coordination		

CLEARANCE

THIS SECTION MUST BE COMPLETED, SIGNED, AND STAMPED BY THE ATTENDING PRACTITIONER

Cleared for full physical activity: ☒ Yes ☐ No

If no, explain:

Signature of Practitioner: K. M. [illegible] **Date of Exam:** 7/27/2018

continued

continued

Preparticipation Physical Examination

HISTORY

Date of Exam: 7/27/18

Explain "Yes" answers below. Circle questions you don't know the answer to.

	Yes	No
1. Has a doctor ever restricted your participation in sports for any reason?	☐	☒
2. Do you have an ongoing medical condition? *(Like diabetes or asthma)*	☐	☒
3. Are you currently taking any prescription over-the-counter medicines or pills?	☐	☒
4. Do you have allergies to medicines, pollens, foods, or stinging insects?	☒	☐
5. Have you ever passed out or nearly passed out DURING exercise?	☐	☒
6. Have you ever passed out or nearly passed out AFTER exercise?	☐	☒
7. Have you ever had discomfort, pain, or pressure in your chest during exercise?	☐	☒
8. Does your heart race or skip beats during exercise?	☐	☒
9. Has your doctor ever told you that you have:		
(Check all that apply): ☐ High Blood Pressure ☐ A Heart Murmur ☐ High Cholesterol ☐ A Heart Infection		
10. Has a doctor ever ordered a test for your heart? *(ex ECG, echocardiogram)*	☐	☒
11. Has anyone in your family died for no apparent reason?	☐	☒
12. Does anyone in your family have a heart problem?	☒	☐
13. Has a family member died of heart problems before the age of 50?	☐	☒
14. Does anyone in your family have Marfan Syndrome?	☐	☒
15. Have you ever spent the night in a hospital?	☐	☒
16. Have you ever had surgery?	☐	☒
17. Have you ever had an injury, like a sprain, muscle or ligament tear, or tendonitis that caused you to miss a game/practice? *If yes, circle affected area below.*	☐	☒
18. Have you ever had any broken or fractured bones or dislocated joints? *If yes, circle affected area below.*	☐	☒
19. Have you ever had an injury that required x-rays, MRI, CT, surgery, injections, rehabilitation, physical therapy, a brace, a cast, or crutches? *If yes, circle affected area below.*	☐	☒
20. Have you ever had a stress fracture?	☐	☒
21. Have you had an x-ray for atlantoaxial (neck) instability?	☐	☒

Head	Elbow	Upper Back	Knee
Neck	Forearm	Lower Back	Calf/Shin
Shoulder	Hand/Fingers	Hip	Ankle
Upper Arm	Chest	Thigh	Foot/Toes

	Yes	No
22. Do you regularly use a brace or assistive device?	☐	☒
23. Has a doctor ever told you that you have asthma or allergies?	☐	☒
24. Do you cough, wheeze, or have difficulty during or after exercise?	☐	☒
25. Is there anyone in your family with asthma?	☒	☐
26. Have you ever used an inhaler or taken asthma medicine?	☐	☒
27. Were you born without/are you missing a kidney, eye, testicle, or other organ?	☐	☒
28. Have you had infectious mononucleosis (mono) within the last month?	☐	☒
29. Do you have any rashes, pressure sores, or other skin problems?	☒	☐
30. Have you ever had a herpes skin infection?	☐	☒
31. Have you had a head injury/concussion?	☐	☒
32. Have you been hit in the head & been confused or lost memory?	☐	☒
33. Have you ever had a seizure?	☐	☒
34. Do you have headaches with exercise?	☐	☒
35. Have you ever had numbness, tingling, or weakness in arms or legs after being hit?	☐	☒
36. Have you ever been unable to move arms after being hit?	☐	☒
37. When exercising in the heat, do you have severe muscle cramps or become ill?	☐	☒
38. Has a doctor ever told you that you or a family member has sickle cell trait/disease?	☐	☒
39. Have you had eye or vision problems?	☒	☐
40. Do you wear glasses/contacts?	☒	☐
41. Do you wear protective eyewear, such as goggles or a face shield?	☐	☒
42. Are you happy with your weight?	☐	☒
43. Are you trying to lose or gain weight?	☒	☐
44. Has anyone recommended you change your weight or eating habits?	☐	☒
45. Do you limit what you eat?	☒	☐
46. Do you have any concerns you want to discuss with the doctor?	☐	☒

Explain "Yes answers here: Allergic to kiwis, skin conditions (eczema/psoriasis), trying to lose weight

Notice to Patients:
Because American Family Care has limited access to your complete medical history, the physical performed today should not be considered comprehensive. You should always consult with your primary care physician and share the results of our examination with them. If there are any concerns regarding the results of your examination today, you should consult with your primary care physician before engaging in any strenuous activities.

I hereby state that the above answers, to the best of my knowledge, are complete and correct.

Patient's Signature: _____ Date: 7/27/18

Parent or guardian's signature: _____ Date: / /

(if under 18 years of age)

Form MCSA-5876 (Revised: 12/06/2015) OMB No. 2126-0006 Expiration Date: 8/31/2018

Public Burden Statement

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 5 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)

I certify that I have examined Last Name: Soto First Name: Karissa in accordance with (please check only one):

○ the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified. And, if applicable, only when (check all that apply) OR

● the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):

● Wearing corrective lenses ☐ Accompanied by a _____ waiver/exemption ☐ Driving within an exempt intracity zone (49 CFR 391.62) (Federal)
☐ Wearing hearing aid ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Qualified by operation of 49 CFR 391.64 (Federal)
☐ Grandfathered from State requirements (State)

Medical Examiner's Certificate Expiration Date

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office. 7/16/18

Medical Examiner's Signature	Medical Examiner's Telephone Number	Date Certificate Signed
Rose Jeyapaul PM	(508) 9925540	7/16/16

Medical Examiner's Name (please print or type)
Rose Zdriesz

○ MD ● Physician Assistant ○ Advanced Practice Nurse
○ DO ○ Chiropractor ○ Other Practitioner (specify) _____

Medical Examiner's State License, Certificate, or Registration Number	Issuing State	National Registry Number
PA148	MA	7881697726

Driver's Signature	Driver's License Number	Issuing State/Province
	D11227457	LA

Driver's Address CLP/CDL Applicant/Holder

Street Address: 8 Tovey Drive City: Mattapoisett State/Province: MA Zip Code: 02739 ● Yes ○ No

ORIGINAL - DRIVER

47377 (Rev. 1/16)

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S. Department of Transportation
deral Motor Carrier
afety Administration

Medical Examination Report Form
(for Commercial Driver Medical Certification)

PRIVACY ACT STATEMENT: ***This statement is provided pursuant to the Privacy Act of 1974, 5 USC § 552a.***

AUTHORITY: Title 49, United States Code (USC), 49 USC 31133(a)(8) and 31149(c)(1)(E).

MEDICAL RECORD #

(or sticker)

PURPOSE: To record results of a driver's physical examination, to determine qualification to operate a commercial motor vehicle (CMV), and to promote driver health in interstate commerce according to the requirements in 49 CFR 391.41-49. Providing this information is mandatory. If this information is not provided, the medical examiner will not be able to determine qualification to operate a CMV in interstate commerce according to the requirements in 49 CFR 391.41-49. To record results of a driver's physical examination and to determine qualification to operate a CMV in intrastate commerce when the driver is required by a State to be examined by a medical examiner listed on the National Registry of Certified Medical Examiners in accordance with the provisions of 49 CFR 391.41-49 and any variances from the physical qualification standards adopted by such State.

Medical examiners are required to complete the Medical Examination Report Form for every driver physical examination performed in accordance with 49 CFR 391.41. Each original (paper or electronic) completed Medical Examination Report Form must be retained on file at the office of the medical examiner for at least 3 years from the date of examination. The medical examiner must make all records and information in these files available to an authorized representative of FMCSA or an authorized Federal, State, or local enforcement agency representative, within 48 hours after the request is made [49 CFR 391.43(i)].

ROUTINE USES: The information is used for the purpose set forth above and may be forwarded to Federal, State, or local law enforcement agencies for their use. Medical Examination Report Forms collected by FMCSA will be stored in FMCSA's automated National Registry of Certified Medical Examiners System and will be used to monitor the performance of medical examiners listed on the National Registry.

In addition to those disclosures permitted under 5 USC 552a(b) of the Privacy Act of 1974, additional disclosures may be made in accordance with the U.S. Department of Transportation (DOT) Prefatory Statement of General Routine Uses published in the Federal Register on December 29, 2010 (75 FR 82132), under "Prefatory Statement of General Routine Uses" (available at http://www.dot.gov/privacy/privacyactnotices).

ACKNOWLEDGMENT: ***I understand the provisions of the Privacy Act of 1974 as related to me through the above-mentioned statement.***

Driver's Signature: [signature] Date: 7.16.16

SECTION 1. Driver Information *(to be filled out by the driver)*

PERSONAL INFORMATION

Last Name: Soto First Name: Kaissa Middle Initial: S Date of Birth: 07.07.1990 Age: 26

Street Address: 8 Tobey Ln City: Methuen State/Province: MA Zip Code: 02739

Driver's License Number: 01121457 Issuing State/Province: LA Phone: 505-803-9852 Gender: ○ M ⊘ F

E-mail *(optional)*: _____ CLP/CDL Applicant/Holder*: ○ Yes ⊘ No

Driver ID Verified By**: [signature] CLIC

Has your USDOT/FMCSA medical certificate ever been denied or issued for less than 2 years? ○ Yes ⊘ No ○ Not Sure

*CLP/CDL Applicant/Holder: See instructions for definitions.

**Driver ID Verified By: Record what type of photo ID was used to verify the identity of the driver, e.g., CDL, driver's license, passport.

DRIVER HEALTH HISTORY

Have you ever had surgery? If "yes," please list and explain below. ○ Yes ⊘ No ○ Not Sure

Are you currently taking medications *(prescription, over-the-counter, herbal remedies, diet supplements)*? If "yes," please describe below. ○ Yes ⊘ No ○ Not Sure

(Attach additional sheets if necessary)

Last Name: Soto First Name: Karissa DOB: 07.07.1990 Exam Date: 7.11.16

DRIVER HEALTH HISTORY (continued)

Do you have or have you ever had:	Yes	No	Not Sure
1. Head/brain injuries or illnesses *(e.g., concussion)*	○	⊘	○
2. Seizures, epilepsy	○	⊘	○
3. Eye problems *(except glasses or contacts)*	○	⊘	○
4. Ear and/or hearing problems	○	⊘	○
5. Heart disease, heart attack, bypass, or other heart problems	○	⊘	○
6. Pacemaker, stents, implantable devices, or other heart procedures	○	⊘	○
7. High blood pressure	○	⊘	○
8. High cholesterol	○	⊘	○
9. Chronic (long-term) cough, shortness of breath, or other breathing problems	○	⊘	○
10. Lung disease *(e.g., asthma)*	○	⊘	○
11. Kidney problems, kidney stones, or pain/problems with urination	○	⊘	○
12. Stomach, liver, or digestive problems	○	⊘	○
13. Diabetes or blood sugar problems	○	⊘	○
Insulin used	○	⊘	○
14. Anxiety, depression, nervousness, other mental health problems	○	⊘	○
15. Fainting or passing out	○	⊘	○
16. Dizziness, headaches, numbness, tingling, or memory loss	○	⊘	○
17. Unexplained weight loss	○	⊘	○
18. Stroke, mini-stroke (TIA), paralysis, or weakness	○	⊘	○
19. Missing or limited use of arm, hand, finger, leg, foot, toe	○	⊘	○
20. Neck or back problems	○	⊘	○
21. Bone, muscle, joint, or nerve problems	○	⊘	○
22. Blood clots or bleeding problems	○	⊘	○
23. Cancer	○	⊘	○
24. Chronic (long-term) infection or other chronic diseases	○	⊘	○
25. Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring	○	⊘	○
26. Have you ever had a sleep test *(e.g., sleep apnea)*?	○	⊘	○
27. Have you ever spent a night in the hospital?	○	⊘	○
28. Have you ever had a broken bone?	○	⊘	○
29. Have you ever used or do you now use tobacco?	⊘	○	○
30. Do you currently drink alcohol?	⊘	○	○
31. Have you used an illegal substance within the past two years?	○	⊘	○
32. Have you ever failed a drug test or been dependent on an illegal substance?	○	⊘	○

Other health condition(s) not described above: ○ Yes ⊘ No ○ Not Sure

Did you answer "yes" to any of questions 1-32? If so, please comment further on those health conditions below. ○ Yes ⊘ No ○ Not Sure

(Attach additional sheets if necessary)

CMV DRIVER'S SIGNATURE

I certify that the above information is accurate and complete. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate, that submission of fraudulent or intentionally false information is a violation of 49 CFR 390.35, and that submission of fraudulent or intentionally false information may subject me to civil or criminal penalties under 49 CFR 390.37 and 49 CFR 386 Appendices A and B.

Driver's Signature: [signature] Date: 7.11.16

SECTION 2. Examination Report *(to be filled out by the medical examiner)*

DRIVER HEALTH HISTORY REVIEW

Review and discuss pertinent driver answers and any available medical records. Comment on the driver's responses to the "health history" questions that may affect the driver's safe operation of a commercial motor vehicle (CMV).

[signature]

(Attach additional sheets if necessary)

Last Name: Soto First Name: Kaissa DOB: 07-07-1990 Exam Date: 7-16-16

TESTING

Pulse rate: 58 Pulse rhythm regular: ☒ Yes ○ No Height: 5 feet 4 inches Weight: 147 pounds

Blood Pressure	Systolic	Diastolic
Sitting	100	70
Second reading (optional)		

Urinalysis	Sp. Gr.	Protein	Blood	Sugar
Urinalysis is required. Numerical readings must be recorded.	1.015	neg	neg	norm

Other testing if indicated

Protein, blood, or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

Vision

Standard is at least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° field of vision in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

Acuity	Uncorrected	Corrected	Horizontal Field of Vision
Right Eye:	20/	20/25	Right Eye: ___ degrees
Left Eye:	20/	20/25	Left Eye: ___ degrees
Both Eyes:	20/	20/25	

	Yes	No
Applicant can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors	☒	○
Monocular vision	○	☒
Referred to ophthalmologist or optometrist?	○	○
Received documentation from ophthalmologist or optometrist?	○	○

Hearing

Standard: Must first perceive whispered voice at not less than 5 feet OR average hearing loss of less than or equal to 40 dB, in better ear (with or without hearing aid).

Check if hearing aid used for test: ☐ Right Ear ☐ Left Ear ☐ Neither

Whisper Test Results

	Right Ear	Left Ear
Record distance *(in feet)* from driver at which a forced whispered voice can first be heard	>5	>5

OR

Audiometric Test Results

	Right Ear			Left Ear		
	500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz

Average (right): _____ Average (left): _____

PHYSICAL EXAMINATION

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen, or is readily amenable to treatment. Even if a condition does not disqualify a driver, the Medical Examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible, particularly if neglecting the condition could result in a more serious illness that might affect driving.

Check the body systems for abnormalities.

Body System	Normal	Abnormal	Body System	Normal	Abnormal
1. General	✓	○	8. Abdomen	✓	○
2. Skin	✓	○	9. Genito-urinary system including hernias	✓	○
3. Eyes	✓	○	10. Back/Spine	✓	○
4. Ears	✓	○	11. Extremities/joints	✓	○
5. Mouth/throat	✓	○	12. Neurological system including reflexes	✓	○
6. Cardiovascular	✓	○	13. Gait	✓	○
7. Lungs/chest	✓	○	14. Vascular system	✓	○

Discuss any abnormal answers in detail in the space below and indicate whether it would affect the driver's ability to operate a CMV. Enter applicable item number before each comment.

(Attach additional sheets if necessary)

Last Name: Soto First Name: Kaissa DOB: 07.07.1990 Exam Date: 7.16.16

Please complete only one of the following (Federal or State) Medical Examiner Determination sections:

MEDICAL EXAMINER DETERMINATION (Federal)

this section for examinations performed in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49):

○ Does not meet standards *(specify reason)*: _____

☒ Meets standards in 49 CFR 391.41; qualifies for 2-year certificate

○ Meets standards, but periodic monitoring required *(specify reason)*: _____

Driver qualified for: ○ 3 months ○ 6 months ○ 1 year ○ other *(specify)*: _____

☒ Wearing corrective lenses ☐ Wearing hearing aid ☐ Accompanied by a waiver/exemption *(specify type)*: _____

☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Qualified by operation of 49 CFR 391.64 *(Federal)*

☐ Driving within an exempt intracity zone *(see 49 CFR 391.62) (Federal)*

☐ Determination pending *(specify reason)*: _____

☐ Return to medical exam office for follow-up on *(must be 45 days or less)*: _____

☐ Medical Examination Report amended *(specify reason)*: _____

(if amended) Medical Examiner's Signature: _____ Date: _____

☐ Incomplete examination *(specify reason)*: _____

If the driver meets the standards outlined in 49 CFR 391.41, then complete a Medical Examiner's Certificate as stated in 49 CFR 391.43(h), as appropriate.

I have performed this evaluation for certification. I have personally reviewed all available records and recorded information pertaining to this evaluation, and attest that to the best of my knowledge, I believe it to be true and correct.

Medical Examiner's Signature: Rose Zolnierz, PA

Medical Examiner's Name *(please print or type)*: Rose Zolnierz

Medical Examiner's Address: 210 Washington st City: Fairhaven State: MA Zip Code: 02719

Medical Examiner's Telephone Number: 508-992-5546 Date Certificate Signed: 7/16/16

Medical Examiner's State License, Certificate, or Registration Number: PA148 Issuing State: MA

☐ MD ☐ DO ☒ Physician Assistant ☐ Chiropractor ☐ Advanced Practice Nurse

☐ Other Practitioner *(specify)*: _____

National Registry Number: 7881697726

Medical Examiner's Certificate Expiration Date: 7/16/18

Form MCSA-5876 OMB No. 2126-0006 Expiration Date: 8/31/2018

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U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)

I certify that I have examined **Last Name:** Holt **First Name:** Craig in accordance with *(please check only one)*:

(X) the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when *(check all that apply)* **OR**

( ) the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when *(check all that apply)*:

- ☐ Wearing corrective lenses
- ☐ Wearing hearing aid
- ☐ Accompanied by a _____ waiver/exemption
- ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate
- ☐ Driving within an exempt intracity zone (49 CFR 391.62) *(Federal)*
- ☐ Qualified by operation of 49 CFR 391.64 *(Federal)*
- ☐ Grandfathered from State requirements *(State)*

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date: 8/16/19

Medical Examiner's Signature _____

Medical Examiner's Telephone Number 508-[illegible]

Date Certificate Signed 8/16/17

Medical Examiner's Name *(please print or type)*: Mark Costa

( ) MD ( ) Physician Assistant ( ) Advanced Practice Nurse
( ) DO (X) Chiropractor ( ) Other Practitioner *(specify)* _____

Medical Examiner's State License, Certificate, or Registration Number [illegible]

Issuing State MA

National Registry Number 1011021500

Driver's Signature _____

Driver's License Number S[illegible]44

Issuing State/Province MA

Driver's Address
Street Address: [illegible] City: Acushnet State/Province: MA Zip Code: 02743

CLP/CDL Applicant/Holder ( ) Yes (X) No

This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

afc URGENT CARE
american family care

119 COGGESHALL ST
NEW BEDFORD, MA 02746
phone: 508-990-1900 • fax: 508-990-1929
Monday - Friday: 8:00 AM - 8:00 PM
Saturday: 8:00 AM - 5:00 PM
Sunday: 8:00 AM - 5:00 PM

Examination Form

Please print and fill-out this form completely on both sides.

Patient's Name: Craig Medeiros Date of Birth: 08/16/1996

Home Phone: 508-998-8506 Work Phone: 508 717 5546 Other:

Name of Parent or Guardian *(if under 18 years of age)*:

Height: 68" Weight: 161 BP 122/68 Resting Pulse: 70 Vision: R 20/20 L 20/15 Corrected? ☐ Y ☒ N

Area	Comments	Initials	Area	Comments	Initials
Head & Scalp			Hernia		
Ears			Paired & Functioning Organs		
Nose & Sinus			Musculoskeletal		
Throat, Tonsils, & Adenoids			Spine/Posture		
Thyroid			Shoulders		
Chest/Lungs			Lower Arm, Hand, & Fingers		
Respirations			Torso: Posture		
Cardiovascular			Lower Body: Knee, Ankles, Feet		
Heart Rate			Skin		
Rhythm			Central Nervous System		
Murmurs			Pupil Response		
Other			Reflexes		
Abdomen					
Scar, Tenderness, or Masses			Coordination		

CLEARANCE

THIS SECTION MUST BE COMPLETED, SIGNED, AND STAMPED BY THE ATTENDING PRACTITIONER

Cleared for full physical activity: ☒ Yes ☐ No

If no, explain:

Signature of Practitioner: Date of Exam: 7/27/18

continued

continued

Preparticipation Physical Examination

HISTORY

Date of Exam: 7, 27, 18

Explain "Yes" answers below. Circle questions you don't know the answer to.

	Yes	No
1. Has a doctor ever restricted your participation in sports for any reason?	☐	☑
2. Do you have an ongoing medical condition? *(Like diabetes or asthma)*	☐	☑
3. Are you currently taking any prescription over-the-counter medicines or pills?	☐	☑
4. Do you have allergies to medicines, pollens, foods, or stinging insects?	☐	☑
5. Have you ever passed out or nearly passed out DURING exercise?	☐	☑
6. Have you ever passed out or nearly passed out AFTER exercise?	☐	☑
7. Have you ever had discomfort, pain, or pressure in your chest during exercise?	☐	☑
8. Does your heart race or skip beats during exercise?	☐	☑
9. Has your doctor ever told you that you have: *(Check all that apply)*: ☐ High Blood Pressure ☐ A Heart Murmur ☐ High Cholesterol ☐ A Heart Infection		
10. Has a doctor ever ordered a test for your heart? *(ex ECG, echocardiogram)*	☐	☑
11. Has anyone in your family died for no apparent reason?	☐	☑
12. Does anyone in your family have a heart problem?	☐	☑
13. Has a family member died of heart problems before the age of 50?	☐	☑
14. Does anyone in your family have Marfan Syndrome?	☐	☑
15. Have you ever spent the night in a hospital?	☐	☑
16. Have you ever had surgery?	☑	☐
17. Have you ever had an injury, like a sprain, muscle or ligament tear, or tendonitis that caused you to miss a game/practice? *If yes, circle affected area below.*	☐	☑
18. Have you ever had any broken or fractured bones or dislocated joints? *If yes, circle affected area below.*	☐	☑
19. Have you ever had an injury that required x-rays, MRI, CT, surgery, injections, rehabilitation, physical therapy, a brace, a cast, or crutches? *If yes, circle affected area below.*	☑	☐
20. Have you ever had a stress fracture?	☐	☑
21. Have you had an x-ray for atlantoaxial (neck) instability?	☐	☑

Head	Elbow	Upper Back	Knee
Neck	Forearm	Lower Back	Calf/Shin
Shoulder	Hand/Fingers	Hip	Ankle
Upper Arm	Chest	Thigh	Foot/Toes

	Yes	No
22. Do you regularly use a brace or assistive device?	☐	☑
23. Has a doctor ever told you that you have asthma or allergies?	☐	☑
24. Do you cough, wheeze, or have difficulty during or after exercise?	☐	☑
25. Is there anyone in your family with asthma?	☐	☑
26. Have you ever used an inhaler or taken asthma medicine?	☐	☑
27. Were you born without/are you missing a kidney, eye, testicle, or other organ?	☐	☑
28. Have you had infectious mononucleosis (mono) within the last month?	☐	☑
29. Do you have any rashes, pressure sores, or other skin problems?	☐	☑
30. Have you ever had a herpes skin infection?	☐	☑
31. Have you had a head injury/concussion?	☐	☑
32. Have you been hit in the head & been confused or lost memory?	☐	☑
33. Have you ever had a seizure?	☐	☑
34. Do you have headaches with exercise?	☐	☑
35. Have you ever had numbness, tingling, or weakness in arms or legs after being hit?	☐	☑
36. Have you ever been unable to move arms after being hit?	☐	☑
37. When exercising in the heat, do you have severe muscle cramps or become ill?	☐	☑
38. Has a doctor ever told you that you or a family member has sickle cell trait/disease?	☐	☑
39. Have you had eye or vision problems?	☐	☑
40. Do you wear glasses/contacts?	☐	☑
41. Do you wear protective eyewear, such as goggles or a face shield?	☐	☑
42. Are you happy with your weight?	☑	☐
43. Are you trying to lose or gain weight?	☐	☑
44. Has anyone recommended you change your weight or eating habits?	☐	☑
45. Do you limit what you eat?	☐	☑
46. Do you have any concerns you want to discuss with the doctor?	☐	☑

Explain "Yes answers here: _____

Notice to Patients:
Because American Family Care has limited access to your complete medical history, the physical performed today should not be considered comprehensive. You should always consult with your primary care physician and share the results of our examination with them. If there are any concerns regarding the results of your examination today, you should consult with your primary care physician before engaging in any strenuous activities.

I hereby state that the above answers, to the best of my knowledge, are complete and correct.

Patient's Signature: Craig Medina Date: 07.27.18

Parent or guardian's signature: _____ Date: ___/___/___

(if under 18 years of age)

UNDERWATER SOLUTIONS INC.

CRIMINAL BACKGROUND CHECKS

UNDERWATER SOLUTIONS INC.

MUNICIPAL DIVING SERVICES • P.O. Box 208 • Mattapoisett, MA 02739 • Tel: (508) 758-6126 • Fax: (508) 758-6128 •
• E-Mail: uws@underwatersolutionsinc.com • Web Address: www.underwatersolutionsinc.com •

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150, MASS.GOV/CJIS
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973

Massachusetts Criminal Offender Record Information (CORI)

The information provided within this response contains only Massachusetts criminal offender record information and is based on the statutory access of the requestor. Unauthorized access, use or dissemination of this information is prohibited under Massachusetts General Law.

This information is not fingerprint-supported and may not actually relate to the person whose information you are seeking. Individuals who believe there may be a discrepancy within this record should contact the Department of Criminal Justice Information Services (DCJIS).

This Massachusetts CORI was generated on 07/24/2018 12:27 as the response to your request submitted on 07/24/2018 10:48 with the following details:

Request Details

Request ID:	**E18STA-00794677**	Request Date/Time:	**07/24/2018 10:48**
Name:	**COLE, CHRISTOPHER A**		
Former Last Name(s):			
Date of Birth:	**04/05/1964**	SSN:	*****-56-4996**
Sex:	**MALE**	Race:	**White**
Father's Name:	**COLE, RONALD**	Mother's Name:	**COLE, DORIS (KLOPOTOSKI)**

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's entry of inaccurate, incorrect, or incomplete subject information.

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This Massachusetts CORI was generated on 06/16/2015 09:24 as the response to your request submitted on 06/16/2015 09:23 with the following details:

Request Details

Request ID:	**E15STA-00600877**	Request Date/Time:	**06/16/2015 09:23**
Name:	**MCCAIG, JERRY D**		
Former Last Name(s):			
Date of Birth:	**06/01/1987**	SSN:	*****-25-6212**
Sex:	**MALE**	Race:	**White**
Father's Name:	**BARBER, JOHN**	Mother's Name:	**MCCAIG, SHERYL (MCCAIG)**

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

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This information is not fingerprint-supported and may not actually relate to the person whose information you are seeking. Individuals who believe there may be a discrepancy within this record should contact the Department of Criminal Justice Information Services (DCJIS).

This Massachusetts CORI was generated on 06/16/2015 09:24 as the response to your request submitted on 06/16/2015 09:23 with the following details:

Request Details

Request ID:	**E15STA-00600876**	Request Date/Time:	**06/16/2015 09:23**
Name:	**SOTO, KARISSA S**		
Former Last Name(s):			
Date of Birth:	**07/07/1990**	SSN:	*****-89-3803**
Sex:	**FEMALE**	Race:	**White**
Father's Name:	**SOTO, RAY**	Mother's Name:	**BACA-CHENEY, MICHELLE (BACA)**

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's entry of inaccurate, incorrect, or incomplete subject information.

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Massachusetts Criminal Offender Record Information (CORI)

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This information is not fingerprint-supported and may not actually relate to the person whose information you are seeking. Individuals who believe there may be a discrepancy within this record should contact the Department of Criminal Justice Information Services (DCJIS).

This Massachusetts CORI was generated on 07/24/2018 11:13 as the response to your request submitted on 07/24/2018 10:42 with the following details:

Request Details

Request ID:	**E18STA-00794491**	Request Date/Time:	**07/24/2018 10:42**
Name:	**MEDEIROS, CRAIG W**		
Former Last Name(s):			
Date of Birth:	**08/16/1996**	SSN:	*****-80-5188**
Sex:	**MALE**	Race:	**White**
Father's Name:	**MEDEIROS, DONAL**	Mother's Name:	**MEDEIROS, DEBORAH (HARRIS)**

Response Summary

NO AVAILABLE CORI

This response is the result of a search of the iCORI database using the subject's name and date of birth as submitted by the requestor. To ensure accuracy, it is the responsibility of the requestor to compare the information shown in the Request Details Section above to the subject's personal identifying information.

The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's entry of inaccurate, incorrect, or incomplete subject information.

ATTACHMENT B: PRICING SCHEDULE FOR RFP18 4601 OQ WATER TANK INSPECTION AND CLEANING SERVICES

DESCRIPTION	SPEC ITEM (REFERENCE ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS)	SINGLE MOB/DEMOB COST PER TANK	INSPECTION COST	CLEAN COST	LUMP SUM SINGLE MOB/DEMOB INSPECTION & CLEAN COST PER TANK
MOB AND DEMOB COST PER EACH ADDITIONAL INSPECTION ONLY SERVICE CALL OUT	ALL	$ -	[redacted]		
MOB AND DEMOB COST PER EACH ADDITIONAL CLEANING ONLY SERVICE CALL OUT	ALL	$ -			
MOB AND DEMOB COST PER EACH ADDITIONAL COMBINED INSPECTION AND CLEANING SERVICE CALL OUT	ALL	$ -			
POWER PRODUCTION TANKS					
STANTON ENERGY CENTER TANKS					
LINE ITEMS I(a) - I(d) SHOULD BE ONE (1) SINGLE MOB/DEMOB					
THE 525,000 GALLON POTABLE WATER STORAGE TANK	I(a)	$ -	$ N/A -	$ N/A -	$ $3,380.00 -
THE 147,530 GALLON UNDERGROUND CLEARWELL	I(b)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 500,000 GALLON (APPROXIMATE) SERVICE WATER STORAGE TANK	I(c)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 500,000 GALLON (APPROXIMATE) DEMINERALIZED WATER TANK	I(d)	DOLLAR VALUE INCLUDED IN LINE ITEM I(a)	$ N/A -	$ N/A -	$ $3,380.00 -
STANTON ENERGY CENTER TANKS SUBTOTAL COST		$ -	$ -	$ -	$ $20,280.00 -
INDIAN RIVER PLANT TANKS					
LINE ITEMS II(b) - II(f) SHOULD BE ONE (1) SINGLE MOB/DEMOB					
THE 160,000 GALLON CONDENSATE STORAGE TANK	II(b)	$ -	N/A	$ N/A -	$ $3,380.00 -
THE 160,000 GALLON SOUTH DI STORAGE TANK	II(c)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 280,000 GALLON POTABLE WATER STORAGE TANK	II(d)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 280,000 GALLON RAW WATER STORAGE TANK	II(e)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ N/A -	$ N/A -	$ $3,380.00 -
THE 400,000 GALLON NORTH DI STORAGE TANK	II(f)	DOLLAR VALUE INCLUDED IN LINE ITEM II(b)	$ N/A -	$ N/A -	$ $3,380.00 -
INDIAN RIVER PLANT TANKS SUBTOTAL COST		$ -	$ -	$ -	$ $16,900.00 -
WATER PRODUCTION TANKS					
LINE ITEMS VI(a) - VI(b) SHOULD BE ONE (1) SINGLE MOB/DEMOB					
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 1	VI(a)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
PINE HILLS, 2 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK NO. 2	VI(b)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(a)	$ N/A -	$ N/A -	$ $3,890.00 -
SKY LAKE, 3 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(c)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
LINE ITEMS VI(d) - VI(e) SHOULD BE ONE (1) SINGLE MOB/DEMOB					
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(d)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
SOUTHWEST 3 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(e)	DOLLAR VALUE INCLUDED IN LINE ITEM VI(d)	$ N/A -	$ N/A -	$ $3,890.00 -
LINE ITEMS VI(f) - VI(g) SHOULD BE ONE (1) SINGLE MOB/DEMOB					
CONWAY 3.5 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 1	VI(f)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
CONWAY 2 MILLION GALLON CONCRETE WATER STORAGE TANK NO. 2	VI(g)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
NAVY, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(h)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
LAKE HIGHLAND, 5 MILLION GALLON CONCRETE WATER STORAGE TANK, TANK	VI(i)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
KIRKMAN, 2 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(j)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
SOUTHEAST, 1 MILLION GALLON CONCRETE WATER STORAGE TANK	VI(k)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
HIAWASSEE, .5 MILLION GALLON ELEVEATED STEEL WATER STORAGE TANK	VI(l)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
METRO WEST, .3 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(m)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
DR. PHILLIPS, .75 MILLION GALLON ELEVATED STEEL WATER STORAGE TANK	VI(n)	$ -	$ N/A -	$ N/A -	$ $3,890.00 -
WATER PRODUCTION TANKS SUBTOTAL COST		$ -	$ -	$ -	$ $54,460.00 -
CHILLED WATER TANK					
CONSIST OF A 10 YEAR TANK INSPECTION AND SILT/SEDIMENT VACUUMING. THE SILT/SEDIMENT IS NOT REQUIRED TO BE FILTERED AND WILL BE DISCHARGED INTO THE SANITARY SEWER LOCATED NEXT TO THE TANK	XI	$ -	$8,890.00	$149,970.00 Scope of Work Attached	$8,990.00 Inspection Only $149,970.00 Closed Loop System for Sediment Removal
CHILLED WATER TANK SUBTOTAL COST		$ -	$ $8,990.00 -	$ $149,970.00 -	$ -
GRAND TOTAL COST MOB/DEMOB, INSPECTION, & CLEANING		$ -	$ -	$ -	$100,630.00 w/ Inspect Only of Chilled Tank $ $250,600.00 w/ Cleaning of Chilled Tank -

Pricing Clarifications:

(1) Is the price firm for the duration of the contract term?
X Yes ____ No

(2) Does your firm utilize robots for any part of the inspections?
____ Yes X No

(3) Can your firm perform the work within the times specified for each tank?
X Yes ____ No
If no, please specify when your firm could complete the work for the tanks.

(4) Does your firm video the inspections or photgraph only?
____ Video Inspection ____ Photograph Inspection
X Both ____ Other

(5) Does your firm offer any discounted payment terms for early payment?
____ Yes X No
If yes, please specify the discounted payment term offered by your firm.

*Should Lockheed/OUC not require a closed loop system, this price is subject to signifcant reduction.

*This price is based on Orlando Utilities Commission providing Engineering Stamps on inspection reports, as indicated in the Q & A (Addendum No.2 - 2.) of this bid.

*Should Orlando Utilities Commission require us to provide Engineering Stamps, a $250.00 fee will be added to each structure.

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 170381

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 170381

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

Company ID Number: 170381

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

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ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Underwater Solutions Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the

employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

Company ID Number: 170381

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer

will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Company ID Number: 170381

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Underwater Solutions Inc.

Deborah J Cornish	
Name (Please type or print)	Title
Electronically Signed	**12/11/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	

Company ID Number: 170381

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	

Company ID Number: 170381

Name (Please type or print)	Title
Electronically Signed	**12/11/2008**
Signature	Date

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Underwater Solutions, Inc.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with ORLANDO UTILITIES COMMISSION – ORLANDO, FL , said contract being identified as: Contract No. 4601 QC, Water Tank Cleaning and Inspection Services (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

That the Supplier shall provide all labor, material and equipment necessary to provide Water Tank Cleaning and Inspection Services of various water tanks within the City of Cocoa's Power Production, Water Production, and Chilled Water Production facilities beginning the latest date of signature between mutual parties by and between the City of Cocoa and Underwater Solutions Inc., through January 7, 2024 in accordance with the original Contract Documents 4601 QC (Orlando Utilities Commission – OUC), including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in the original award as it applies to the City of Cocoa's Utilities Department and Water Treatment Facilities of this Contract to the Supplier. This Contract at the option of the OUC may be extended for one (1) consecutive five (5) year period starting January 8, 2024. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of

Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Underwater Solutions, Inc.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with ORLANDO UTILITIES COMMISSION – ORLANDO, FL , said contract being identified as: Contract No. 4601 QC, Water Tank Cleaning and Inspection Services (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

That the Supplier shall provide all labor, material and equipment necessary to provide Water Tank Cleaning and Inspection Services of various water tanks within the City of Cocoa's Power Production, Water Production, and Chilled Water Production facilities beginning the latest date of signature between mutual parties by and between the City of Cocoa and Underwater Solutions Inc., through January 7, 2024 in accordance with the original Contract Documents 4601 QC (Orlando Utilities Commission – OUC), including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in the original award as it applies to the City of Cocoa's Utilities Department and Water Treatment Facilities of this Contract to the Supplier. This Contract at the option of the OUC may be extended for one (1) consecutive five (5) year period starting January 8, 2024. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of

Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding

on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

David Cornish - President
(Print Name / Title)

(Signature)

12/8/21
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

_____

Attested By: -- City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Underwater Solutions Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David Comish

Date: 12/5/21

STATE OF ~~FLORIDA~~ MA

COUNTY OF Plymouth

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 (date) by December (name of officer or agent, title of officer or agent) of Notary (name of corporation acknowledging), a MA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced a license (type of identification) as identification.

Cheryl A. Brownell

[Notary Seal] Notary Public

CHERYL A. BROWNELL

Name typed, printed or stamped

My Commission Expires: 12/31/2021

CHERYL A BROWNELL NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES DECEMBER 31, 2021

September 22, 2021

Mr. James Mitchell
City of Cocoa Water Department
351 Shearer Blvd
Cocoa, FL 32922

Dear James,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the inspection and cleaning of your water storage facilities.

As requested, please find attached a proposal for the inspections and cleanings (sediment removal) of the Claude Dyal WTP 54,350-gallon contact chamber, the 1.2 million-gallon clearwell. the (2) 5 million gallon welded steel (East and West), the 350,000-gallon pedestal, the 700,000-gallon clearwell and the influent flume as well as the Industrial Park 5 million-gallon, the (2) Banana River Pump station 2 million-gallon (North and South), 1.5 million gallon pedestal and the Viera Pump Station 2-million gallon water storage tanks utilizing Orlando Utilities Commission Contract # 4601 OQ.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, comprehensive reports of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US*.

Sincerely,

UNDERWATER SOLUTIONS INC.

David M. Cornish
President

DMC/klp
Enclosures

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND THE CITY OF COCOA WATER DEPARTMENT, COCOA, FL FOR THE INSPECTIONS AND INTERIOR CLEANINGS (SEDIMENT REMOVAL) OF THE (12) WATER STORAGE STRUCTURES UTILIZING ORLANDO UTILITIES COMMISSION CONTRACT # 4601 OQ AS FOLLOWS:

City of Cocoa Water Department, Cocoa, Florida agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated September 22, 2021 (copy attached).

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

SUBMITTALS: Free unlimited 24/7 access to USAM Cloud for 1-year upon completion of the work.
Hard copies of your reports can be printed directly from this cloud platform.

HEALTH & SAFETY: All work orders are automated specific to job task. Task specific safety forms, PPE and personnel roles are submitted daily. Full health and safety plans are available upon request.

COST: While mobilized in ***Florida***; ***Winter 2022:***

Inspect/clean (sediment removal) up to ***4"*** of sediment, per Orlando Utilities Commision Contract #4601 OQ:

Claude Dyal WTP 54,350 Conact Chamber:	**$3,380.00** ☐	Claude Dyal WTP 1.2MG Clearwell:	**$3,890.00** ☐
Claude Dyal WTP 5MG WST (East):	**$3,890.00** ☐	Claude Dyal WTP 5MG WST (West):	**$3,890.00** ☐
Claude Dyal WTP 350TG WST:	**$3,380.00** ☐	Claude Dyal WTP 700TG Clearwell:	**$3,890.00** ☐
Claude Dyal WTP Influent Flume:	**$3,380.00** ☐	Industrial Park 5MG WST:	**$3,890.00** ☐
Banana River Pump Station 2MG WST (North):	**$3,890.00** ☐	Veira Pump Station 2MG WST:	**$3,890.00** ☐
Banana River Pump Station 2MG WST (South):	**$3,890.00** ☐	1.5MG Pedestal WST:	**$3,890.00** ☐
		Total:	**$45,150.00** ☐

***See executed contract attached for pricing sheet.**
The following add-on services can be provided for the cost listed below:

☐Ultrasonic Thickness Testing:	$390.00*	☐Real-Time Video with DVD:	$390.00*
☐Filter bag(s) & capturing of sediment:	$275. /per bag	☐Kasco® Active Mixer:	Inquire Within
☐Disposal:	Cost + 15% Markup	☐Installation of Mixer:	Inquire Within

****Price quotation includes Underwater Solutions Inc. providing a Florida State P.E. Signature on all inspection reports.***

TERMS AND CONDITIONS: *It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. Per OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning. The term "cleaning" refers to the removal of accumulated precipitate i.e. iron, manganese or similar types of precipitate. Sand, coagulated sediment, debris, coating chips or other heavy material will incur an additional cost for removal. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of $300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: **PAYABLE UPON RECEIPT OF INVOICE**
*** ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)**
IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

UNDERWATER SOLUTIONS INC.	**CITY OF COCOA WATER DEPT., COCOA, FLORIDA**
Signature of Authorized Representative	Signature of Authorized Representative
President	September 22, 2021		
Title	Date	Title	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisk Marine Insurance Intl, LLC
8110 Breakwater Dr
New Orleans LA 70124

CONTACT NAME: Jodi Wibel
PHONE (A/C, No, Ext): (504) 302-4400 FAX (A/C, No):
E-MAIL ADDRESS: jwibel@fiskusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMERICAN INS. CO.	22136
INSURER B : Underwriters at Lloyd's	15792
INSURER C : WESTCHESTER SURPLUS LINES INS CO	10172
INSURER D : STARSTONE SPECIALTY INS CO	44776
INSURER E : GRANITE STATE INS CO	23809
INSURER F :	

INSURED UNDESOL-01
Underwater Solutions, Inc.
PO Box 208
Mattapoisett MA 02739

COVERAGES **CERTIFICATE NUMBER: 1039321950** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SRLL GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	OMH5834568-18	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	B88932210MAR	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	38412059	10/1/2021	10/1/2022	X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Professional Liability Contractors Pollution Liability	Y	Y	E210043 G27095240009	1/13/2021 10/1/2021	1/13/2022 10/1/2022	Limit Each Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Wavier of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation. Excess liability is follow form over GL and Employers Liability.
City of Cocoa is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peter P. Briggs Insurance Agency Inc. 19 County Road PO Box 96 Mattapoisett MA 02739	CONTACT NAME: Peter Briggs Insurance PHONE (A/C, No, Ext): (508) 758-6929 FAX (A/C, No): (508) 758-9604 E-MAIL ADDRESS:
INSURED UNDERWATER SOLUTIONS INC. 70 NORTH STREET PO BOX 208 MATTAPOISETT MA 02739	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire — 25615 INSURER B : Travelers — 25658 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL20123002011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			BA-1236B357-21-SEL	01/30/2021	01/30/2022	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							UM/UIM	$ 100K/300K
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	COMMERCIAL INLAND MARINE			I-660-647X5839-TCT-20	07/01/2021	07/01/2022	RENTED/LEASED EQUI	200,000
							DEDUCTIBLE	500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CLAWS+

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Legislation Details (With Text)

File #:	21-705	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/20/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approval of Nominations to the Sustainability Advisory Board. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-137 (Establishing a Sustainability Advisory Committee).pdf Resolution No. 2021-128 (Amending the Composition of the SAB).pdf 12_14_2021 Journal, Page 8.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2022
Agenda Date: January 11, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Nominations to the Sustainability Advisory Board.

BACKGROUND:

At the October 26, 2021 City Council meeting, it was approved to amend Resolution No. 2017-137 to change the composition of the Sustainability Advisory Board. Additionally, at the City Council meeting held on December 14, 2021, Resolution No. 2021-128 defining those changes was approved, in addition to the following, which was to remove the existing board members and to provide the deadline of December 31, 2021 for all nominations to be turned in to the City Clerk in order to have this item on the January 11, 2022 Council agenda.

Membership on the Sustainability Advisory Board is as follows as defined in Resolution No. 2021-128.

- The Sustainability Advisory Board shall consist of no more than seven (7) members.
- Each of the City Councilmembers and the Mayor-Councilmember shall appoint one Board member, and two (2) members shall be appointed by the City Manager.
- Except for the member appointed by the Mayor-Councilmember, the remaining four (4) members appointed City Councilmembers shall reside in the respective appointing Councilmember's district.

- All members shall be residents or owners of real property and registered voters unless the City Council waives this requirement as provided in Section 2-58 of the Code of the City of Cocoa.

The current duties and responsibilities of the SAB per Resolution No. 2017-137, Section 14 (e) and (f) are as follows:

(e) After the initial Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in this Resolution.

(f) At the specific written request of the City Manager, the Sustainability Advisory Committee may also evaluate and provide recommendations on the topic of sustainability and resiliency consistent with this Resolution.

The following nominations are being submitted for the Council's approval:

Mayor Blake	Dick Bankhead
Deputy Mayor Hearn	Jennifer Riggs
Councilman Goins	Joy Rutherford
Councilman Dyal	Myrna Foster
Councilwoman Koss	Cynthia Johnson
City Manager Whitten	Kimberly Prosser
	Mike Mervis

If all nominations are approved, the City Clerk's office will provide each nominee with a Board application and will complete the normal process for board membership.

STRATEGIC PLAN CONNECTION:

Volunteer Boards

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Nominations to the Sustainability Advisory Board.

RESOLUTION NO. 2017-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING A SUSTAINABILITY ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

WHEREAS, City residents have expressed the desire for the City Council to appoint a Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

WHEREAS, the City Council recognizes that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

WHEREAS, this Resolution shall serve to establish the Sustainability Advisory Committee and to further establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided to the City Manager for further action and implementation through City Department and the City Council; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. Establishment of a Sustainability Advisory Committee; Meetings.

(a) The City Council hereby establishes an advisory committee for purposes of identifying, making recommendations concerning, and facilitating the use and development of sustainable activities and practices in the City of Cocoa in accordance with the terms and conditions of this Resolution. The committee shall be called the "Sustainability Advisory

Committee." The Sustainability Advisory Committee shall be an advisory committee only and shall not have any final decision making authority. The Sustainability Advisory Committee shall consist of no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. The City Council shall appoint each member by majority vote. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Committee shall be required to complete a committee application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Committee shall serve without compensation.

(b) Meetings of the Sustainability Advisory Committee shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the City Manager or his or her designee so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding sustainability or resiliency or sustainability and resiliency practices generally. The agendas, minutes and a record of the proceedings and recommendations of the Sustainability Advisory Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(c) The first order of business for the Sustainability Advisory Committee shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings. In the absence of the chairperson, the deputy chairperson shall run the meetings. Roberts Rules shall serve as guide to running the meetings of the Sustainability Advisory Committee to the extent not in conflict with this Resolution. A majority of the members of the Committee shall constitute a quorum.

(d) The Sustainability Advisory Committee shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the Committee may act by majority vote. However, the Sustainability Advisory Committee may reference and explain minority opinions/positions which obtained the vote of at least four (4) members of the Committee in any recommendation made to the City Manager.

Section 3. Sustainability Advisory Committee Responsibilities.

(a) For purposes of guiding the Sustainability Advisory Committee with the scope of their duties under this Resolution, the term **"sustainability"** generally means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

This is a holistic concept that includes consideration of the environment, the economy, and community well-being and social equity. The term **"resiliency"** means the capacity of a system to absorb disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so as to still retain essentially the same function, structure and identity.

(b) The scope of the Sustainability Advisory Committee shall be limited to advising and assisting the City in establishing a written Sustainability and Resiliency Plan (sometimes referred to hereinafter as the "Plan"). The establishment of this Plan is the primary focus and task of the committee. In guiding the Sustainability Advisory Committee with this task of developing a written Plan, the committee shall consider and recommend a set of actions, initiatives, strategies, policies, and/or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;

2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;

3. Opportunities to develop and/or promote trails near Walmart, Cocoa Conservation, and Bracco Pond;

4. Ways in which recycling access may be improved;

5. Opportunities for photovoltaic (PV) installations on municipal properties;

6. Opportunities to purchase alternative fuel vehicles for the City's fleet;

7. Opportunities to track and improve energy efficiency in the City's municipal buildings;

8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices, such as Keep Brevard Beautiful and Brevard Yards/Florida Friendly Lawns, to develop and host educational events regarding sustainability and participate in and promote other activities of such programs;

9. Review of Code of City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;

11. Identification of food desert neighborhoods and the potential for community

gardens by partnering with faith communities and UF/IFAS master gardening programs;

12. Continuation and/or expansion of the City's Rain Barrel program;

13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and

14. Any other proposed action, initiative, strategy, policy, and program or opportunities that will promote sustainable and resilient practices in the City.

(b) All recommendations made by the Committee to be incorporated into the Plan shall include concise descriptions of any individual action, initiative, strategy, policy, and program, plus any benefits, drawbacks and performance expectations for each.

(c) Any proposed action, initiative, strategy, policy, and program shall include a corresponding written fiscal analysis so the financial feasibility of the proposed action, initiative, strategy, policy, and program can be thoroughly evaluated by the City.

(d) The Plan shall prioritize and suggest funding resources for any proposed action, initiative, strategy, policy, and program for both a five and ten year period.

(e) After the initial Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in this Resolution.

(f) At the specific written request of the City Manager, the Sustainability Advisory Committee may also evaluate and provide recommendations on the topic of sustainability and resiliency consistent with this Resolution.

Section 4. Staff Resources.

(a) The City Manager, City Clerk, and Department Directors shall serve as technical advisers to the Sustainability Advisory Committee. The Community Services Director shall serve as a staff liaison to the Sustainability Advisory Committee.

(b) The City Clerk or his or her designee shall provide administrative assistance to the Sustainability Advisory Committee and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

Section 5. Repeal of Prior Inconsistent Resolutions. All other prior inconsistent

resolutions adopted by the City Council are hereby repealed.

Section 6. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 12th day of December, 2017.

Henry U. Parrish, III, Mayor

ATTEST: _____
Carie Shealy, MMC, City Clerk

SEAL

RESOLUTION NO. 2021-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING THE COMPOSITION OF THE SUSTAINABILITY ADVISORY BOARD; AMENDING THE CRITERIA AND PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

WHEREAS, on December 12, 2017, via Resolution 2017-137, the City Council created the Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

WHEREAS, on November 10, 2020, via Resolution 2020-242, the City Council renamed the Cocoa Sustainability Advisory Committee to the Cocoa Sustainability Advisory Board; and

WHEREAS, the Sustainability Advisory Board completed the task of creating a written Sustainability and Resiliency Plan for the City of Cocoa, which was adopted by the City Council as the Sustainability Action Plan in October 2020, and is further tasked with continuing to advise and assist the City regarding implementing, monitoring, and assessing the performance of each action, initiative, strategy, policy and program set forth in the Plan and making recommendations regarding updates to the Plan as needed; and

WHEREAS, the City Council continues to recognize that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

WHEREAS, the City Council desires to amend the composition of the Sustainability Advisory Board as well as the procedure and criteria for appointment of Board members with the intent of ensuring that diverse points of view from all geographic regions of the City are represented on the Board as it continues to assist with implementation of the Sustainability Action Plan; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. **Amending the Sustainability Advisory Board Composition; Members.** The City Council hereby amends the Sustainability Advisory Board composition and eligibility and procedure for appointments, as expressed in Resolution 2017-132, as follows:

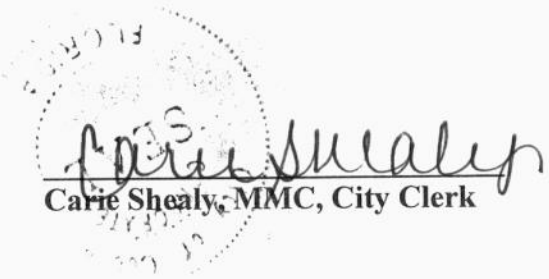
The Sustainability Advisory Board shall consist of no more than seven (7) members. Each of the City Councilmembers and the Mayor-Councilmember shall appoint one Board member, and two (2) members shall be appointed by the City Manager. All appointments shall be subject to confirmation by majority vote of the City Council. All members shall be residents or owners of real property and registered voters unless the City Council waives this requirement as provided in Section 2-58 of the Code of the City of Cocoa. In addition, except for the member appointed by the Mayor-Councilmember, the remaining four (4) members appointed City Councilmembers shall reside in the respective appointing Councilmember's district. Board members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the implementation of a Sustainability Action Plan. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Board shall be required to complete a Board application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Board shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Board shall serve without compensation.

Section 3. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 14TH day of December, 2021.

Michael C. Blake, Mayor

ATTEST: 

Carie Shealy, MMC, City Clerk

- **Approved. Resolution to be executed and distributed as necessary.**

~~10. Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement. (21-805). (Public Works Director)~~

- **This item was removed from the agenda.**

11. Approve a Resolution amending the composition of the Sustainability Advisory Board. (City Manager)

- **Resolution approved, as well as the following: Removing the Existing Board members; and to include a deadline of December 30, 2021 for all nominations to be submitted in order to make it onto the January 11, 2022 City Council agenda.**

VIII. City Business:

1. Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (21-738). (Finance Director)

- **Approved. Resolution to be executed and distributed as necessary.**

2. Approve a Resolution Amending the FY22 Budget, BAF# 22-031-A, Budget Roll from FY21 to FY22 for the American Rescue Plan Fund. (21-791). (Finance Director)

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

Multi-Year Contracts:

- **None.**

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (21-750). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-751). (Finance Director)

Legislation Details (With Text)

File #:	21-805	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/9/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 9, 2021
Agenda Date: December 14, 2021
Prepared By: Bryant Smith III, P.E., CFM Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM Public Works Director/City Engineer

Requested Action:
Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement.

BACKGROUND:

At the September 28, 2021, City Council Meeting, the City council unanimously approved for the City to enter into an Operations and Maintenance Lease and Agreement with the Brevard Museum and Sciences Center, Inc (BMSC). The lease term was defined as one year with a $70,000 contribution from the City. This lease was provided to the BMSC on October 1, 2021 and included the substantial change to the lease term, from 70-years to 1-year, as directed by City Council. As part of negotiations, the BMSC has agreed to receive the $70,000 contribution, less the cost of the museum attendant from October 1 through the execution of this agreement. While the lease is near finalization, after ongoing negotiations the BMSC would like to discuss the following items related to this agreement.

1. Length of the lease and renewals
2. Ownership and inventory of the City-owned artifacts

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 28, 2021, City Council voted (5-0) to enter into an Operation and Maintenance Lease and Agreement with Brevard Museum and Sciences Center, Inc for one year and provide $70,000 to help cover various costs associated with the operation and maintenance of the museum.

RECOMMENDED MOTION:

Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement.

Legislation Details (With Text)

File #:	22-7	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/20/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Consider Staff's Recommendation for the Cancellation and Change of Dates for City Council Meetings and all other Board meetings for the calendar year 2022. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2022 Holiday Schedule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2021
Agenda Date: January 11, 2022
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider Staff's Recommendation for the Cancellation and Change of Dates for City Council Meetings and all other Board meetings for the calendar year 2022.

BACKGROUND:

This item is an annual item brought forth by the City Clerk's office regarding the cancellation and reschedule of City Council meetings due to holidays, elections, etc. Section 2.51 of the City Code explained the Cancellation of City Council Meetings and is noted below:

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a)The regular meetings of the city council shall be held in the council meeting room in the municipal city hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth Tuesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b)In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

(c)In the event the city manager becomes aware that a quorum of the council will not be available or that there is no

business which needs to be presented to the council, the city manager may notify each available member of the council of the facts and, if there is no objection, cancel such regular meeting. No more than one (1) meeting per month may be cancelled by this procedure.
(d)Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

In addition to meetings that are cancelled or rescheduled on an annual basis, it has also been requested by Councilman Dyal to cancel **ALL City meetings (City Council and Boards)** in the month of June. This would provide the opportunity for Council members, Board members, and staff to use the month of June to travel or to just enjoy time with their family and friends without having meetings on their schedules.

The following changes/cancellations are being requested for the Calendar Year of 2022:

- **CANCEL** the February 8, 2022 meeting, as three members of Council will be attending the FLC Legislative Actions Days in Tallahassee. There will not be a quorum.
- **CANCEL** all City Council/Board meetings in the month of June, 2022.
- **RESCHEDULE** the first City Council meeting of November 8, 2022 (which is Election Day and will give any potential candidates the chance to be at the polls) to **Wednesday, November 9, 2022** at 6 p.m.
- **CANCEL** the Second Meeting of November 22, 2022 due to the Thanksgiving Holidays.
- **SCHEDULE** the Swearing-In Ceremony for Wednesday, November 23, 2022 at 10 a.m. (This meeting cannot be held any sooner as the Supervisor of Elections has ten days to Certify the Official Results)
- **SCHEDULE** a Special City Council Meeting for Tuesday, November 29, 2022. This Meeting will include any pertinent Finance items that must be approved by November 30, 2022.
- **CANCEL** the Second meeting of December (December 27, 2022) for the Christmas holidays.

A holiday schedule for 2022 is also attached.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council has cancelled and rescheduled meetings in the past when situations arise or the need occurs.

RECOMMENDED MOTION:

Consider Staff's Recommendation for the Cancellation and Change of Dates for City Council Meetings and all other Board meetings for the calendar year 2022.

CITY MANAGER'S OFFICE
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8680 I Fax: (321) 433-8690

MEMORANDUM

TO: City of Cocoa Employees
FROM: Stockton Whitten, City Manager
DATE: September 1, 2021
SUBJECT: **2022 Holiday Schedule**

The City of Cocoa will observe the following Holidays in 2022:

Friday	December 31	New Year's Day
Monday	January 17	Martin Luther King, Jr.'s Birthday
Monday	February 21	President's Day* (IAFF, LIUNA & Non-Union only)
Monday	May 30	Memorial Day
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Friday	November 11	Veteran's Day
Thursday	November 24	Thanksgiving Day
Friday	November 25	Day after Thanksgiving
Friday	December 23	Day before Christmas Day** (PBA, LIUNA & Non-Union only)
Monday	December 26	Christmas Day

**Employees covered under PBA contract do not have this Holiday.*
***Employees covered under IAFF contract do not have this Holiday.*

Legislation Details (With Text)

File #:	21-701	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	10/18/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	

Title: Approve the Budget Resolution Amending the FY22 Budget, BAF# 22-032-A, recognizing the FIND Grant Funding Revenue (BV-CO-21-151 - Phase 2) for the re-construction of the Lee Wenner Park boat ramps, and FIND Grant Funding Revenue (BV-CO-21-152 - Phase 2) for additional dredging of the Lee Wenner Park boating basin. Award the projects to lowest and responsive Marine Contractor, C&D Construction in the amount of $1,206,494. Authorize the City Manager to execute both FIND agreements and use of construction allowance as necessary. Approve the temporary construction closure of the Lee Wenner Park Boat Ramps, T-Dock, and Day Slips for approximately 80 days. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
BV-CO-21-151 (Lee Wenner Park Boat Ramp Rehab Phase 2) Unsigned.pdf
BV-CO-21-152 (Cocoa Riverfront Dredging Phase 2) Unsigned.pdf
Phase 2 Boat Ramp FIND Application.pdf
Phase 2 Dredging FIND Application.pdf
011122 - FIND Resolution.docx
2022 Executed FIND Certification Letter Lee Wenner Boardwal Reconstruction.pdf
WAP 2022 Application Part 1.pdf
WAP 2022 Application Part 2.pdf
BAF 22-032-A-PW-FIND Phase 2 (01-11-2022) Agenda 21-701.pdf
Budget Resolution FY 2022- ADA Compliant.docx
Internal Grant Application - FY 22 Rev - eForm.pdf
BAF 22-032-A-PW-FIND Phase 2 (01-11-2022) Agenda 21-701.pdf
BAF 22-038-T-CS-FIND Phase 2 Grant Match (1-3-22) Agenda 22-1.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2021
Agenda Date: January 11, 2022
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the Budget Resolution Amending the FY22 Budget, BAF# 22-032-A, recognizing the FIND Grant Funding Revenue (BV-CO-21-151 - Phase 2) for the re-construction of the Lee Wenner Park boat ramps, and FIND Grant Funding Revenue (BV-CO-21-152 - Phase 2) for additional dredging of the Lee Wenner Park boating basin. Award the projects to lowest and responsive Marine Contractor, C&D Construction in the amount of $1,206,494. Authorize the City Manager to execute both FIND

agreements and use of construction allowance as necessary. Approve the temporary construction closure of the Lee Wenner Park Boat Ramps, T-Dock, and Day Slips for approximately 80 days.

BACKGROUND:

On November 8th, 2021, Infrastructure Solution Services as the Engineer of Record for the design and construction of both the boat ramp rehabilitation and the maintenance dredging of the Lee Wenner Park basin requested project pricing from the four Marine Contractors under RFQ 18-15-COC for Marine Construction Services (CSA).

The City received proposals from all four vendors on December 10th, 2021, the deadline for pricing submittals. C&D Construction is the lowest and most responsive bidder.

12/10/2021 Boat Ramps and Dredging

		C&D Construct	RUSH Marine	TSI Disaster	UES
	Boat Ramps				
1.1	General Conditions	$74,199.00	$83,728.00	$85,000.00	$78,100
1.2	Erosion Control & Monitoring	$5,490.00	$4,079.80	$11,250.00	$4,770
1.3	Dewatering	$225,000.00	$105,187.00	$17,500.00	$91,255
1.4	Demolition	$22,220.00	$41,414.40	$65,775.00	$52,430
1.5	Earthwork	$2,500.00	$25,271.00	$25,000.00	$19,800
1.6	Concrete - New Ramps	$261,880.00	$278,197.00	$373,800.00	$263,97
1.7	Asphalt Paving	$24,595.00	$49,710.90	$33,405.00	$27,670
1.8	Finger Piers	$139,100.00	$155,660.00	$132,000.00	$150,25
1.9	Allowance	$45,000.00	$45,000.00	$45,000.00	$45,000
	Boat Ramps Total	$799,984.00	$788,248.10	$788,730.00	$733,25
	Dredging				
2.1	General Conditions	$59,225.00	$70,195.00	$90,500.00	$89,372
2.2	Erosion Control & Monitoring	$51,010.00	$33,731.00	$46,800.00	$15,730
2.3	Dredging	$115,500.00	$117,780.00	$187,500.00	$273,90
2.4	Earthwork	$60,175.00	$118,242.25	$140,000.00	$238,25
2.5	Disposal Fees	$89,100.00	$99,759.00	$85,800.00	$82,500
2.6	Deconstruct Containment Area	$1,500.00	$24,354.00	$25,000.00	$44,000
2.7	Allowance	$30,000.00	$30,000.00	$30,000.00	$30,000
	Dredging Total	$406,510.00	$494,061.25	$605,600.00	$773,75
	Projects Total	$1,206,494.00	$1,282,309.35	$1,394,330.00	$1,507,00

The FIND Grant provides up to 50% funding assistance for the projects. The first project is the reconstruction of the boat ramps at Lee Wenner Park under the FIND Grant Award BV-CO-21-151. The boat ramps are in disrepair and the ramps require reconstruction. The project includes the demolition of the existing ramps and embankments and reconstructing the concrete boat ramp, reconstructing the embankments, and stabilizing the existing boat ramp docks. Work also includes new aluminum finger piers, and re-grading the top of the ramp to eliminate trailer gouging. The cost for this work is $799,984. The existing contract with FIND was estimated at $621,000 with FIND providing 50% - $310,500. There is a total shortfall of $179,100 from what was estimated and the final cost.

Staff had hoped to obtain additional funding from FIND for the budgetary shortfall. However, no additional funding is available for the remainder of FY22. A request for additional grant money from FIND in FY23 would delay the project until next fiscal year. Since costs are rising at a considerable pace, quotes were already provided by the marine contractors and there is no guarantee that the City would receive any additional FIND grant revenue, staff determined that the best course of action is to proceed with the project with the financial resources currently available.

The second project will be dredging to an average depth of seven feet under the FIND Grant Award BV-CO-21-152 within the City's controlled submerged lands adjacent to Lee Wenner Park and the waterfront area. The cost for this work is $406,510, with FIND providing the 50% matching funds of $203,255. Total FIND grant award with the matching amount is $1,027,510.

The Cocoa Redevelopment Agency (CRA) will be funding the match of the grant projects. The CRA approved a companion agenda item on their January 3rd, 2022 meeting (Agenda 22-1) (BAF attached) to provide the grant match and half of the budgetary shortfall. The CRA will be requested to fund the other half of the shortfall at their next meeting. BAF #22-032-A provides for temporary funding of the other half of the shortfall from General Fund fund balance to award the contract & proceed with the work to be completed prior to hurricane season.

Staff anticipates Notice to Proceed on February 1st, 2022 pending approval.

STRATEGIC PLAN CONNECTION:

The Strategic Plan identified for this purpose is Infrastructure and Redevelopment. By improving the waterfront infrastructure, the Cocoa waterfront will see increased development, thus improving our economic base for the City.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#22-032-A

Revenue:
Amount Requested $203,255
Account Number: 001-0000-337.30-19 GR2204
Account Name: FIND BV-CO-21-152 Drg. PII

Amount Requested $310,475
Account Number: 001-0000-337.30-20 GR2205
Account Name: FIND BV-CO-21-152 BT. PII

Amount Requested $89,550
Account Number: 001-0000-389.99-50 GR2205
Account Name: Fund Balance Reserves BT. PII

Expense:
Amount Requested $203,255
Account Number: 001-3520-572.63-15 GR2204
Account Name: Infrastructure FIND BV-CO-21-152 Drg. PII

Amount Requested $310,475

Account Number: 001-3520-572.63-15 GR2205
Account Name: Infrastructure FIND BV-CO-21-152 BT. PII

Amount Requested $89,550
Account Number: 001-3520-572.63-15 GR2205
Account Name: Infrastructure FIND BV-CO-21-152 BT. PII

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
_X__ Grant Source:_BV-CO-21-151 and BV-CO-21-152
____ Bond:_
__X__ Reserves Source: 001-0000-389.99-50
____ Transfer Acct #:_

PREVIOUS ACTION:

On March 9, 2021, Council approved the FIND Phase 2 Construction Grant Applications for the boat ramps and dredging.

RECOMMENDED MOTION:
Approve the Budget Resolution Amending the FY22 Budget, BAF# 22-032-A, recognizing the FIND Grant Funding Revenue (BV-CO-21-151 - Phase 2) for the re-construction of the Lee Wenner Park boat ramps, and FIND Grant Funding Revenue (BV-CO-21-152 - Phase 2) for additional dredging of the Lee Wenner Park boating basin. Award the projects to lowest and responsive Marine Contractor, C&D Construction in the amount of $1,206,494. Authorize the City Manager to execute both FIND agreements and use of construction allowance as necessary. Approve the temporary construction closure of the Lee Wenner Park Boat Ramps, T-Dock, and Day Slips for approximately 80 days.

FLORIDA INLAND NAVIGATION DISTRICT

October 8, 2021

Mr. Anthony Hagan, Grants Administrator
City of Cocoa, Public Works
65 Stone Street
Cocoa, FL 32922

RE: Lee Wenner Park Boat Ramp Rehabilitation Phase II
(Project # BV-CO-21-151)

Dear Mr. Hagan:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2021-2022. When signing the agreement, be sure to **also complete and sign the Exhibit C, Matching Funds Form in the agreement**.

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2021. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

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EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-21-151

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Lee Wenner Park Boat Ramp Rehabilitation Phase II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2023 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2024. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2023, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than Fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $310,500.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an

equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty (30) years from the completion

of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 30-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Grants Administrator, Public Works
65 Stone Street
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

_____
Print name:_____

_____
Print name:_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

_____
Print name:_____

_____
Print name:_____

City of Cocoa

By:_____

Title: _____

Date: _____

EXHIBIT A

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2021

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization / Maintenance of Traffic	55,000.00	27,500.00	27,500.00
Erosion Control - Inlet / Drain Protection, Turbidity Barrier, Silt Fence	20,000.00	10,000.00	10,000.00
Install Cofferdam	75,000.00	37,500.00	37,500.00
Demolition - Concrete Ramp, Existing Asphalt, Existing Base, Dispose of Demo Material	30,000.00	15,000.00	15,000.00
Excavation and Grading	11,000.00	5,500.00	5,500.00
Concrete - Ramp and Filler Panels (Install New Base, Precast Ramp Sections, Poured Concrete Filler Panels)	200,000.00	100,000.00	100,000.00
Mill Existing Asphalt, Install New Asphalt, Restripe Crosswalk	30,000.00	15,000.00	15,000.00
Demolish Finger Piers, Install New Concrete Piles, Install new Joists / Decking	200,000.00	100,000.00	100,000.00
****TOTALS =**	**$ 621,000.00**	**$ 310,500.00**	**$ 310,500.00**

EXBIBIT B
2021
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management

Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain

balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will

adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for

projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental

restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the

final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by

the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The

applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $50,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify

for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____

_____

Amount of Matching Funds: _____

_____

I hereby certify that the above referenced project Sponsor, as of October 01, 2021, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (B+C)	=	_____
= Balance Remaining		_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-Dec 20__ ;	Jan-March 20__ ;	April-June 20___ ;	July-Sept 20___
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2021- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2021 First Quarterly Report Due. -

Use Quarterly Status Report Form Exhibit F
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

MARCH 30 2022- Second Quarterly Report Due.

JUNE 30, 2022- Third Quarterly Report Due.

SEPTEMBER 30, 2022 - Fourth Quarterly Report Due.

DECEMBER 30, 2022 Fifth Quarterly Report Due.

MARCH 30 2023- Sixth Quarterly Report Due.

JUNE 30, 2023- Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2023 quarterly report.

SEPTEMBER 1-30, 2023 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2023 - End of Grant. All work must be complete closeout paperwork submitted.

October 2023- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*NOTE: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



FLORIDA INLAND NAVIGATION DISTRICT

October 8, 2021

Mr. Anthony Hagan, Grants Administrator
City of Cocoa, Public Works
65 Stone Street
Cocoa, FL 32922

RE: Cocoa Riverfront Dredging Phase II
(Project # BV-CO-21-152)

Dear Mr. Hagan:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2021-2022. When signing the agreement, be sure to **also complete and sign the Exhibit C, Matching Funds Form in the agreement**.

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2021. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

FRANK GERNERT
TREASURER
BROWARD COUNTY

T. SPENCER CROWLEY, III
SECRETARY
MIAMI-DADE COUNTY

STEPHEN W. BOEHNING
INDIAN RIVER COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

BUDDY DAVENPORT
VOLUSIA COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

J. RANDALL "RANDY" STAPLEFORD
FLAGLER COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-21-152

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Cocoa Riverfront Dredging Phase II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2023 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2024. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2023, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than Fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $242,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an

equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty (30) years from the completion

of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 30-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Grants Administrator, Public Works
65 Stone Street
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

_____
Print name:_____

_____
Print name:_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

_____
Print name:_____

_____
Print name:_____

City of Cocoa

By:_____

Title: _____

Date: _____

EXHIBIT A

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2021

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Cocoa Riverfront Dredging - Phase 2
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization, Testing, Maintenance of Traffic, Bathymetric Survey	75,000.00	37,500.00	37,500.00
Erosion Control - Inlet / Drain protection, Turbidity Barrier, Silt Fence	85,000.00	42,500.00	42,500.00
Dredging Ramp / T-Dock / Day Slip Area (-7 MLW In-Place Quantity)	124,000.00	62,000.00	62,000.00
Construct Containment Area - Outfall Structure / Drain	30,000.00	15,000.00	15,000.00
Hauling of Dredge Material to St Cloud	60,000.00	30,000.00	30,000.00
Disposal Fee	100,000.00	50,000.00	50,000.00
Deconstruct Containment Area	10,000.00	5,000.00	5,000.00
****TOTALS =**	**$ 484,000.00**	**$ 242,000.00**	**$ 242,000.00**

EXBIBIT B
2021
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management

Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain

balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will

adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for

projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental

restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the

final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by

the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The

applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $50,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify

for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 2021, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (B+C)		_____
= Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-Dec 20__ ;	Jan-March 20__ ;	April-June 20___ ;	July-Sept 20___
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2021- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2021 First Quarterly Report Due. -

MARCH 30 2022- Second Quarterly Report Due.

Use Quarterly Status Report Form Exhibit F
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

JUNE 30, 2022- Third Quarterly Report Due.

SEPTEMBER 30, 2022 - Fourth Quarterly Report Due.

DECEMBER 30, 2022 Fifth Quarterly Report Due.

MARCH 30 2023- Sixth Quarterly Report Due.

JUNE 30, 2023- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2023 quarterly report.

SEPTEMBER 1-30, 2023 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2023 - End of Grant. All work must be complete closeout paperwork submitted.

October 2023- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617





WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

Florida Inland Navigation District

FY 2021

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 29th of March; Property control/Technical sufficiency items – 21st of May, Permits – 20th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 4th) *(NOTE*: **For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	◉	○
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	◉	○
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	◉	○
5.	Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	◉	○
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	◉	○
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	◉	○
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	◉	○

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)**	◉	○
10.	County/City Location Map	◉	○
11.	Project Boundary Map	◉	○
12.	Clear & Detailed Site Development Plan Map	◉	○
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 29, 2021 By May 21, 2021 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 20, 2021. If the information in Item 13 is not submitted to the District office by September 20, 2021, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Anthony Hagan TITLE: Grants Administrator

3/2/21

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2021

APPLICANT INFORMATION			
Applicant: City of Cocoa			
Department: Public Works			
Project Title: Lee Wenner Park Boat Ramp Rehabilitation - Phase 2			
Project Director: Frank Mirabito		**Title:**	Project Manager
Project Liaison: *(if different from Director)*	Anthony Hagan	**Title:**	Grants Administrator
Mailing Address:	65 Stone Street		
City: Cocoa		**Zip Code:**	32922
Email Address: ahagan@cocoafl.org		**Phone #:**	321-433-8684
Project Address:	300 Riveredge Blvd, Cocoa, FL 32922		

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____ DATE: 3/2/21

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The Boat Ramps at Lee Wenner Park in Cocoa is in a state of disrepair and needs attention to ensure continued access to the waterways of the Cocoa Riverfront and the Indian River.

The City has been awarded a Phase 1 grant to prepare the engineering and permitting for this project. We would like to request a Phase 2 grant to begin the rehabilitation process. The ramps need a complete reconstruction, which will cover approximately 383 square yards of the boat ramps and three finger piers. We will also regrade the approach to the boat ramps to provide for better entry and exit angles for the boaters and their trailers. This will greatly improve the access to the waterfront, and increase the safety of the access point. The estimated cost of this project is $621,000.

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2021

Applicant: City of Cocoa	**Project Title:** Lee Wenner Park Boat Ramp Rehabilitation - Phase 2	
Total Project Cost: $ 621,000	**FIND Funding Requested: $** 310,500	**% of Total Cost:** 50
Amount of Applicant's Matching Funds:	Cash Match - $310,500	
Source of Applicant's Matching Funds:	Match will be budgeted into General Fund Accounts in FY22 Budget.	

1. Ownership of Project Site (check one): Own: ◉ Leased: ○ Other: ○

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes ◉ No: ☐ ○

4. If yes, please list:

In FY21, the City of Cocoa was awarded a Phase I FIND Grant for engineering and planning for this project. The City is now applying for Phase II funding.

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

There is currently one boat ramp in Lee Wenner Park. There is a high level of access for the public. There is a large parking area that is free to the public surrounding the boat ramp.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

We do not project to add any additional ramps or parking spaces at this time.

7. Are fees charged for the use of this project? No ◉ Yes ○ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Yes	Preapplication Meeting - 3/12/21	
DEP	No		
ACOE	Yes	Preapplication Meeting - 3/12/21	

ATTACHMENT E-4

EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2021

DIRECTIONS:
All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities.

b) Explain how the project fits this priority category.

The is already an existing boat ramp in Lee Wenner Park. However, it is badly in need of replacement. This project fits the priority because it deals directly with the redevelopment of a Public Boat Ramp, and stabilizing the shoreline surrounding and supporting the ramp.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

The project directly relates to the mission of the Navigation District, as it provides immediate and free access to the public to the waterways of the Indian River. This promotes usage and enjoyment of the waterways.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

This project will ensure that the public is able to continue to freely and most importantly safely access the Indian River.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) Describe how the project increases/improves boater/public access. Estimate the amount of total public use.

The public usage is gauged by the number of vessels that launch and tie up to the docks at the boat ramp. Currently, the ramp is in use approximately 65% of the time during the week, and is at almost 100% usage during weekend and holiday hours.

b) Discuss the regional and local public benefits provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

Rehabilitation of the ramp will increase the access of the public to the waterways. The ramp will be strengthened, and important modern additions will be made, including ADA accessibility and the ability to safely grant access to larger boats. The usage of the ramp is not limited to residents of Cocoa. The ramp is free and accessible to all members of the public.

c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

The usage of the boat ramp is limited to public use only. Commercial use is prohibited.

(For reviewer only)
(1-8 points)

4) TIMELINESS:

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The City is finalizing 60% design. The design will be finalized and the permits will be in place Phase II would be awarded.

b) Briefly explain any unique aspects of this project that could influence the timeline.

The City foresees no potential issues.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

The City will budget the entirety of the match ($310,500) into General Funds in the FY22 budget.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

The City does not see any potential areas for cost increases or overruns.

c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

The City will follow all Procurement Guidelines and best practices to ensure the most cost-efficient contractor is used, and monitoring of their progress and invoicing to ensure

d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

The City does not charge a fee to access the boat ramp at Lee Wenner Park. To our knowledge, there are no fees charged by similar facilities in the area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

The boat ramp that currently exists at Lee Wenner park is badly in need of replacement. The structure has been impacted by numerous storms in the past 10 years, and is beginning to fail. Rebuilding the structure will allow the City to widen access, and lengthen the ramp in order to make the launch angle easier and safer for more boats.

The project is necessary to ensure continued access to the waters of the IWC for citizens of Cocoa, Merritt Island, and the surrounding municipalities. The City of Cocoa will continue to keep access to the Lee Wenner Boat ramp free of charge.

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

The City owns the entirety of Lee Wenner Park, and already maintains the grounds and the shoreline. The City will continue to budget funds to maintain the facility in all future budgets.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

The restoration of the boat ramp in included in the City of Cocoa's Waterfront Master Plan.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

The City is in the pre-application process. During the discussion with the Army Corps of Engineers, it was mentioned that waivers may be a possibility, and the City may not need permits to perform this work.

However, the City will ensure all needed permits are received before the funding for Phase II is awarded.

b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

N/A

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

No significant impediments have been identified at this time that would delay the timely issuance of required permits. Repairs of the docks at the boat ramp were accomplished in 2018 without any permitting issues.

(For reviewer only)
(1-4 points)

---

8) PROJECT DESIGN:

a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?

Design work is at 60% completion. By the time of award, 90% plans will be finished.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

The proposed design of the boat ramp will help accommodate more boats at the ramp by providing a better transitional slope between the ramp and the access road and by improving the pavement surface at the bottom of the ramp for safer usage.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

It is anticipated that the contractor will construct a cofferdam to isolate and dry out the area around the existing boat ramp. Once drained, the existing concrete portion of ramp will be demolished (and if included as a bid alternate, the existing finger piers) and removed from the site. If new finger piers are included, new precast concrete piles will be installed. The area will be graded, new base material installed and compacted and then new precast concrete ramp sections will be installed in each of the four lanes. The precast panels will then be locked in place via poured concrete filler panels on the sides, toe and top of each precast lane and under the piers. New precast concrete beams and decks will be installed on the piles to replace the demolished piers and the top portion of the existing ramp to remain will be milled and overlaid with new asphalt.

b) What is the design life of the proposed materials compared to other available materials?

The precast concrete and poured concrete ramp products are expected to have a 50-year life if properly maintained.

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

The area around where the project is located has the required storm water controls in place to properly control, contain and treat surface runoff. Mangroves and native plants are incorporated into the shoreline for shore stabilization and to create natural habitat for fish and birds. This gives low maintenance, long lasting materials into site amenities. Services in the area include trash containers, containers for monofilament recycling and the installation of area signage warning boaters of wildlife in the area and the need to protect seagrass when boating.

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

The ramp is sized and sloped to accommodate sea level rise during its lifespan

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4B

EVALUATION WORKSHEET

ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) **Who is the primary target audience or user group for the project and how were they identified?**

b) **How have the needs of the target audience been evaluated and met?**

c) **How many people will the program serve on an annual basis? What will be the measurable results?**

(For reviewer only)
(1-5 points)

---

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C

EVALUATION WORKSHEET

LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) **Describe the anticipated, long-term measurable results of implementing this project.**

b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D

EVALUATION WORKSHEET

INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT OR PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E

EVALUATION WORKSHEET

BEACH RENOURISHMENT PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

---

8) VIABILITY:

a) **Is the project site defined as critically eroded area by a statewide beach management plan?**

b) **Cite the quantifiable rate of erosion in this area.**

c) **Is the project an important component of an overall beach management effort?**

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) **Are there quantifiable public benefits demonstrated by the project?**

b) **Is there adequate public access to the project area? Please describe location and amount.**

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F

EVALUATION WORKSHEET

EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11. (EXTRA) STORM DAMAGE EVALUATION:

a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

b) Has this site/project previously received funding from FIND

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2021

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization / Maintenance of Traffic	55,000.00	27,500.00	27,500.00
Erosion Control - Inlet / Drain Protection, Turbidity Barrier, Silt Fence	20,000.00	10,000.00	10,000.00
Install Cofferdam	75,000.00	37,500.00	37,500.00
Demolition - Concrete Ramp, Existing Asphalt, Existing Base, Dispose of Demo Material	30,000.00	15,000.00	15,000.00
Excavation and Grading	11,000.00	5,500.00	5,500.00
Concrete - Ramp and Filler Panels (Install New Base, Precast Ramp Sections, Poured Concrete Filler Panels)	200,000.00	100,000.00	100,000.00
Mill Existing Asphalt, Install New Asphalt, Restripe Crosswalk	30,000.00	15,000.00	15,000.00
Demolish Finger Piers, Install New Concrete Piles, Install new Joists / Decking	200,000.00	100,000.00	100,000.00

****TOTALS =**	**$ 621,000.00**	**$ 310,500.00**	**$ 310,500.00**

ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
October 1, 2021	Receive Notice of Award
October 26, 2021	City Council Accepts Grant Award
November 15, 2021	Bids Open
December 15, 2021	Bids Close
January 25, 2022	City Council Awards Contract
February 1, 2022	Submittals, Order Precast, Mobilize
April 2, 2022	Close Ramp, Demolition, Reinstallation
May 5, 2022	Close Out, Demobilize and Clean up
May 31, 2022	Ramp opens back up to public.

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2021

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Cocoa is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of the city of Cocoa and the State of Florida:

Project Title Lee Wenner Park Boat Ramp Rehabilitation - Phase 2

Total Estimated Cost $ **621,000.00**

Brief Description of Project:

Demolish and rebuild the boat ramp at Lee Wenner Park, widening access and increasing the safety of usage.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Cocoa
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Cocoa
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Cocoa
(Name of Agency)

AND, be it further resolved by the City of Cocoa
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Cocoa at a legal meeting
(agency governing board)
held on this _____ day of _____ 20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2021

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY

(Address)

_____, 2021

TO WHOM IT MAY CONCERN:

I, (Name), am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____ *(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)

(City or County) Attorney



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

Florida Inland Navigation District

FY 2021

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 29th of March; Property control/Technical sufficiency items – 21st of May, Permits – 20th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 4th) *(NOTE*: **For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	○	○
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	○	○
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	○	○
5.	Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	○	○
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	○	○
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	○	○
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	○	○

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)**	○	○
10.	County/City Location Map	○	○
11.	Project Boundary Map	○	○
12.	Clear & Detailed Site Development Plan Map	○	○
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	○	○

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 29, 2021 By May 21, 2021 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 20, 2021. If the information in Item 13 is not submitted to the District office by September 20, 2021, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Anthony Hagan TITLE: Grants Administrator

3/2/21

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2021

APPLICANT INFORMATION			
Applicant: City of Cocoa			
Department: Public Works			
Project Title: Lee Wenner Park Boat Ramp Rehabilitation - Phase 2			
Project Director: Frank Mirabito		**Title:**	Project Manager
Project Liaison: *(if different from Director)*	Anthony Hagan	**Title:**	Grants Administrator
Mailing Address:	65 Stone Street		
City: Cocoa		**Zip Code:**	32922
Email Address: ahagan@cocoafl.org		**Phone #:**	321-433-8684
Project Address:	300 Riveredge Blvd, Cocoa, FL 32922		

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____ DATE: 3/2/21

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The Boat Ramps at Lee Wenner Park in Cocoa is in a state of disrepair and needs attention to ensure continued access to the waterways of the Cocoa Riverfront and the Indian River.

The City has been awarded a Phase 1 grant to prepare the engineering and permitting for this project. We would like to request a Phase 2 grant to begin the rehabilitation process. The ramps need a complete reconstruction, which will cover approximately 383 square yards of the boat ramps and three finger piers. We will also regrade the approach to the boat ramps to provide for better entry and exit angles for the boaters and their trailers. This will greatly improve the access to the waterfront, and increase the safety of the access point. The estimated cost of this project is $621,000.

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2021

Applicant: City of Cocoa	**Project Title:** Lee Wenner Park Boat Ramp Rehabilitation - Phase 2	
Total Project Cost: $ 621,000	**FIND Funding Requested: $** 310,500	**% of Total Cost:** 50
Amount of Applicant's Matching Funds:	Cash Match - $310,500	
Source of Applicant's Matching Funds:	Match will be budgeted into General Fund Accounts in FY22 Budget.	

1. Ownership of Project Site (check one): Own: ◯ Leased: ◯ Other: ◯

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes ◯ No: ☐ ◯

4. If yes, please list:

In FY21, the City of Cocoa was awarded a Phase I FIND Grant for engineering and planning for this project. The City is now applying for Phase II funding.

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

There is currently one boat ramp in Lee Wenner Park. There is a high level of access for the public. There is a large parking area that is free to the public surrounding the boat ramp.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

We do not project to add any additional ramps or parking spaces at this time.

7. Are fees charged for the use of this project? No ◯ Yes ◯ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Yes	Preapplication Meeting - 3/12/21	
DEP	No		
ACOE	Yes	Preapplication Meeting - 3/12/21	

ATTACHMENT E-4

EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2021

DIRECTIONS:
All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities.

b) Explain how the project fits this priority category.

The is already an existing boat ramp in Lee Wenner Park. However, it is badly in need of replacement. This project fits the priority because it deals directly with the redevelopment of a Public Boat Ramp, and stabilizing the shoreline surrounding and supporting the ramp.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

The project directly relates to the mission of the Navigation District, as it provides immediate and free access to the public to the waterways of the Indian River. This promotes usage and enjoyment of the waterways.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

This project will ensure that the public is able to continue to freely and most importantly safely access the Indian River.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) Describe how the project increases/improves boater/public access. Estimate the amount of total public use.

The public usage is gauged by the number of vessels that launch and tie up to the docks at the boat ramp. Currently, the ramp is in use approximately 65% of the time during the week, and is at almost 100% usage during weekend and holiday hours.

b) Discuss the regional and local public benefits provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

Rehabilitation of the ramp will increase the access of the public to the waterways. The ramp will be strengthened, and important modern additions will be made, including ADA accessibility and the ability to safely grant access to larger boats. The usage of the ramp is not limited to residents of Cocoa. The ramp is free and accessible to all members of the public.

c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

The usage of the boat ramp is limited to public use only. Commercial use is prohibited.

(For reviewer only)
(1-8 points)

4) TIMELINESS:

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The City is finalizing 60% design. The design will be finalized and the permits will be in place Phase II would be awarded.

b) Briefly explain any unique aspects of this project that could influence the timeline.

The City foresees no potential issues.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

The City will budget the entirety of the match ($310,500) into General Funds in the FY22 budget.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

The City does not see any potential areas for cost increases or overruns.

c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

The City will follow all Procurement Guidelines and best practices to ensure the most cost-efficient contractor is used, and monitoring of their progress and invoicing to ensure

d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

The City does not charge a fee to access the boat ramp at Lee Wenner Park. To our knowledge, there are no fees charged by similar facilities in the area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

The boat ramp that currently exists at Lee Wenner park is badly in need of replacement. The structure has been impacted by numerous storms in the past 10 years, and is beginning to fail. Rebuilding the structure will allow the City to widen access, and lengthen the ramp in order to make the launch angle easier and safer for more boats.

The project is necessary to ensure continued access to the waters of the IWC for citizens of Cocoa, Merritt Island, and the surrounding municipalities. The City of Cocoa will continue to keep access to the Lee Wenner Boat ramp free of charge.

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

The City owns the entirety of Lee Wenner Park, and already maintains the grounds and the shoreline. The City will continue to budget funds to maintain the facility in all future budgets.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

The restoration of the boat ramp in included in the City of Cocoa's Waterfront Master Plan.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

The City is in the pre-application process. During the discussion with the Army Corps of Engineers, it was mentioned that waivers may be a possibility, and the City may not need permits to perform this work.

However, the City will ensure all needed permits are received before the funding for Phase II is awarded.

b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

N/A

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

No significant impediments have been identified at this time that would delay the timely issuance of required permits. Repairs of the docks at the boat ramp were accomplished in 2018 without any permitting issues.

(For reviewer only)
(1-4 points)

---

8) PROJECT DESIGN:

a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?

Design work is at 60% completion. By the time of award, 90% plans will be finished.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

The proposed design of the boat ramp will help accommodate more boats at the ramp by providing a better transitional slope between the ramp and the access road and by improving the pavement surface at the bottom of the ramp for safer usage.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

It is anticipated that the contractor will construct a cofferdam to isolate and dry out the area around the existing boat ramp. Once drained, the existing concrete portion of ramp will be demolished (and if included as a bid alternate, the existing finger piers) and removed from the site. If new finger piers are included, new precast concrete piles will be installed. The area will be graded, new base material installed and compacted and then new precast concrete ramp sections will be installed in each of the four lanes. The precast panels will then be locked in place via poured concrete filler panels on the sides, toe and top of each precast lane and under the piers. New precast concrete beams and decks will be installed on the piles to replace the demolished piers and the top portion of the existing ramp to remain will be milled and overlaid with new asphalt.

b) What is the design life of the proposed materials compared to other available materials?

The precast concrete and poured concrete ramp products are expected to have a 50-year life if properly maintained.

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

The area around where the project is located has the required storm water controls in place to properly control, contain and treat surface runoff. Mangroves and native plants are incorporated into the shoreline for shore stabilization and to create natural habitat for fish and birds. This gives low maintenance, long lasting materials into site amenities. Services in the area include trash containers, containers for monofilament recycling and the installation of area signage warning boaters of wildlife in the area and the need to protect seagrass when boating.

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

The ramp is sized and sloped to accommodate sea level rise during its lifespan

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4B

EVALUATION WORKSHEET

ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) **Who is the primary target audience or user group for the project and how were they identified?**

b) **How have the needs of the target audience been evaluated and met?**

c) **How many people will the program serve on an annual basis? What will be the measurable results?**

(For reviewer only)
(1-5 points)

---

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C

EVALUATION WORKSHEET

LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) **Describe the anticipated, long-term measurable results of implementing this project.**

b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D

EVALUATION WORKSHEET

INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT OR PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E

EVALUATION WORKSHEET

BEACH RENOURISHMENT PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

---

8) VIABILITY:

a) **Is the project site defined as critically eroded area by a statewide beach management plan?**

b) **Cite the quantifiable rate of erosion in this area.**

c) **Is the project an important component of an overall beach management effort?**

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) **Are there quantifiable public benefits demonstrated by the project?**

b) **Is there adequate public access to the project area? Please describe location and amount.**

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F

EVALUATION WORKSHEET

EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11. (EXTRA) STORM DAMAGE EVALUATION:

a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

b) Has this site/project previously received funding from FIND

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2021

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization / Maintenance of Traffic	55,000.00	27,500.00	27,500.00
Erosion Control - Inlet / Drain Protection, Turbidity Barrier, Silt Fence	20,000.00	10,000.00	10,000.00
Install Cofferdam	75,000.00	37,500.00	37,500.00
Demolition - Concrete Ramp, Existing Asphalt, Existing Base, Dispose of Demo Material	30,000.00	15,000.00	15,000.00
Excavation and Grading	11,000.00	5,500.00	5,500.00
Concrete - Ramp and Filler Panels (Install New Base, Precast Ramp Sections, Poured Concrete Filler Panels)	200,000.00	100,000.00	100,000.00
Mill Existing Asphalt, Install New Asphalt, Restripe Crosswalk	30,000.00	15,000.00	15,000.00
Demolish Finger Piers, Install New Concrete Piles, Install new Joists / Decking	200,000.00	100,000.00	100,000.00

****TOTALS =**	**$ 621,000.00**	**$ 310,500.00**	**$ 310,500.00**

ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
October 1, 2021	Receive Notice of Award
October 26, 2021	City Council Accepts Grant Award
November 15, 2021	Bids Open
December 15, 2021	Bids Close
January 25, 2022	City Council Awards Contract
February 1, 2022	Submittals, Order Precast, Mobilize
April 2, 2022	Close Ramp, Demolition, Reinstallation
May 5, 2022	Close Out, Demobilize and Clean up
May 31, 2022	Ramp opens back up to public.

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2021

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Cocoa is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of the city of Cocoa and the State of Florida:

Project Title Lee Wenner Park Boat Ramp Rehabilitation - Phase 2

Total Estimated Cost $ **621,000.00**

Brief Description of Project:

Demolish and rebuild the boat ramp at Lee Wenner Park, widening access and increasing the safety of usage.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Cocoa
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Cocoa
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Cocoa
(Name of Agency)

AND, be it further resolved by the City of Cocoa
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Cocoa at a legal meeting
(agency governing board)
held on this _____ day of _____ 20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2021

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY

(Address)

_____, 2021

TO WHOM IT MAY CONCERN:

I, (Name), am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____ *(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)

(City or County) Attorney

GARGANESE, WEISS D'AGRESTA & SALZMAN, P.A.

Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Anthony A. Garganese
Board Certified City, County & Local Government

agarganese@orlandolaw.net

December 27, 2021

FLORIDA INLAND NAVIGATION DISTRICT
ADMINISTRATIVE OFFICE
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477-9427

ATTORNEYS CERTIFICATION OF TITLE 2018
(See Rule 66B-2.006(4) & 2.008(2) FAC)

TO WHOM IT MAY CONCERN:

The undersigned is the City Attorney of Cocoa. This letter is being issued on behalf of the City of Cocoa for the sole purpose of supporting the City's 2022 application for a grant from the Florida Inland Navigation District (FIND) Waterway Assistance Program to assist with the reconstruction of the boat ramps at Lee Wenner Park along the Cocoa waterfront at the Cocoa Riverfront Park and Lee Wenner Park owned by the City of Cocoa. It is our understanding based on representations made to us by representatives of the City of Cocoa, the reconstruction contemplated by the grant application will take place on portions of the real property legally described below, which, in our opinion, is owned and/or controlled by the City of Cocoa as of the date of this letter.

This letter was prepared without the benefit of a title report or an independent examination of the official land records of Brevard County, Florida. However, based on our institutional knowledge of the subject area and our long tenure representing the City of Cocoa as City Attorney, the Subject Property is located within the jurisdictional limits of the City of Cocoa and consists of uplands generally known as Cocoa Riverfront Park and Lee Wenner Park. In addition, the Subject Property also includes sovereign submerged lands adjacent to said uplands, which have been dedicated to the City of Cocoa for many years. Cocoa Riverfront Park, Lee Wenner Park and the sovereign submerged land areas shall be collectively referred to hereunder as the "Subject Property."

For purposes of preparing this certification of title of the Subject Property, we have examined a copy of documents which were obtained from the Florida Department of Environmental Protection Title and Land Records website at

http://ca.dep.state.fl.us/mapdirect/?focus=btlds on December 27, 2021. We also examined relevant City records and the Brevard County Tax Collector's and Property Appraiser's official websites and reviewed website documentation.

We address the City of Cocoa's ownership and/or control of the Subject Property as follows:

Cocoa Riverfront Park

As to the uplands known as Cocoa Riverfront Park, I examined the Brevard County Tax Collector's and Property Appraiser's official websites and reviewed website documentation showing that the real property located at 430 Delannoy Avenue (recorded in Plat Book 0011 Page 0075), and legally described as:

The North 440.08 feet of Lot 11 of Plat Book 11 Page 75 and Lots 1 to 8 and North 27.72 feet of Lot 0 Block A of Plat Book 1 Page 29 and Part of Government Lot 3 as described in ORB Page 832 Page 945 Parcels 39-A-1 and 00-29.

Part of Lot 9 lying east of Riveredge Boulevard

is owned by the City of Cocoa as of the date of this letter. Further, the City received a deed from the Trustees of the Internal Improvement Trust Fund of the State of Florida in 1956 (ORB 415, Page 550) conveying fee simple interest of Lot 11 and other related property to be used for public purposes.

This property is what is now called "Cocoa Riverfront Park" and is owned by the City of Cocoa. Cocoa Riverfront Park is currently being used for municipal park and recreational purposes based on physical observation.

A copy of the Property Appraiser's web page and the conveyance instrument recorded at ORB 415, Page 550 are attached as **EXHIBIT "A."**

Lee Wenner Park

As to the uplands known as Lee Wenner Park, the City of Cocoa recently acquired the property from Brevard County by County Deed recorded in Official Record Book 8063, Page 1885 on January 4, 2018. Said property is legally described in said deed and the property is subject to an Interlocal Agreement between the City of Cocoa and Brevard County, dated July 25, 2017. Lee Wenner Park is currently being used for municipal park and recreational purposes based on physical observation.

This property is what is now called "Lee Wenner Park" and is owned by the City of Cocoa. A copy of the recorded deed and Interlocal Agreement is attached hereto as **EXHIBIT "B."**

Sovereign Submerged Lands.

Adjacent to Cocoa Riverfront Park and Lee Wenner Park are sovereign submerged land areas dedicated to the City of Cocoa by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (No. 25177, conveyed on February 1, 1971, and No. 25695, conveyed on November 4, 1976), which require the City to manage portions of the Indian River riverfront for municipal park and recreational purposes. The dedications are in full force and effect as of the date of this letter.

A copy of the sovereign submerged land dedications and maps from the Florida Environmental Protection are attached as **EXHIBIT "C."**

Special Scenic and Recreational Landmark.

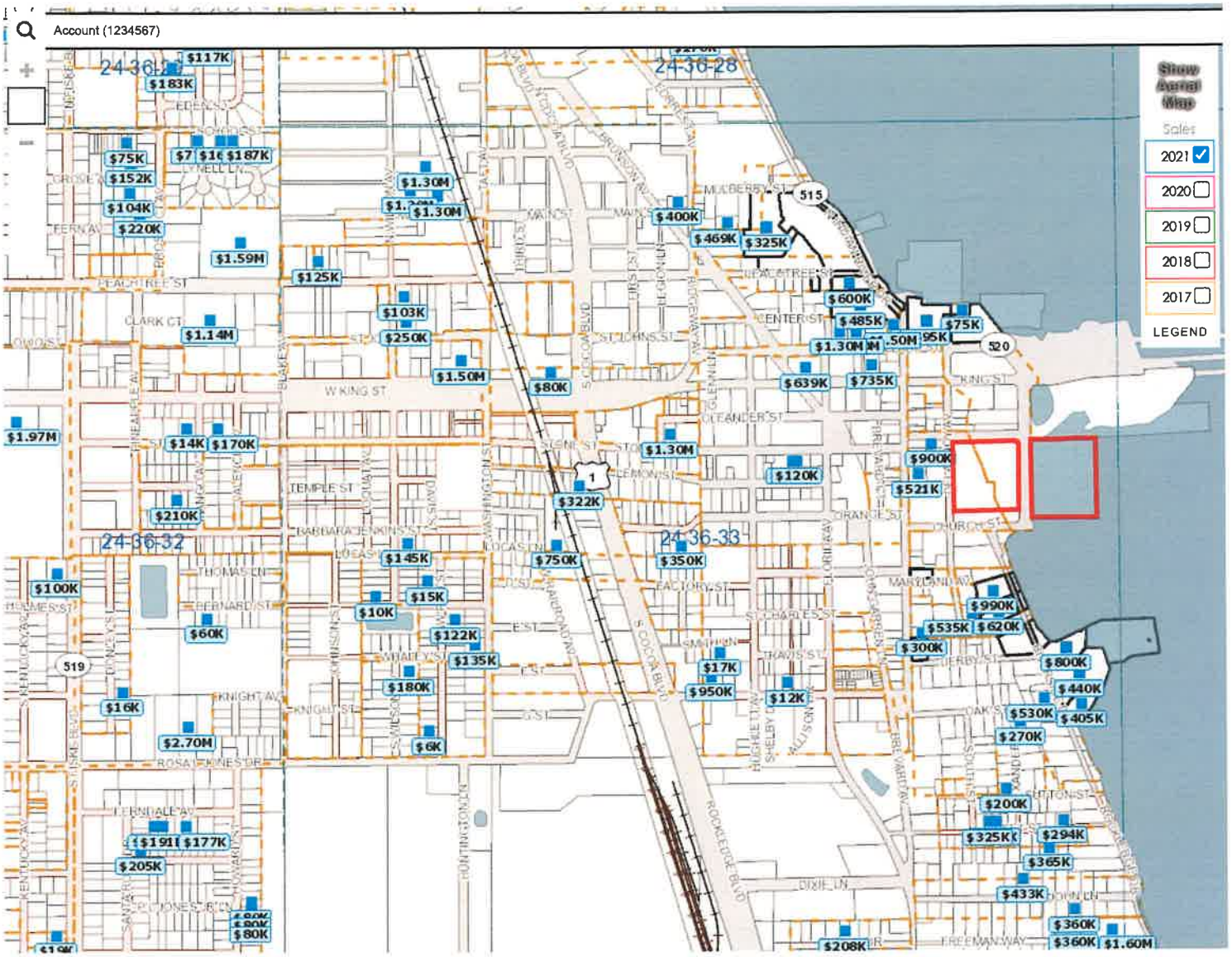
In addition, pursuant to Article III, Section 3(d) of the City of Cocoa Charter, Cocoa Riverfront Park and the Sovereign Submerged Lands are owned and/or controlled by the City of Cocoa and have been declared and designated by the citizens of Cocoa, by referendum, as a "Special Scenic and Recreational Landmark" of the City of Cocoa (Article III, Section 3, City Charter). In furtherance of said designation, the City Council has enacted additional regulations pursuant to City of Cocoa Ordinance No. 01-2016 (Section 14-11, City Code) to protect the scenic riverfront vistas and recreational amenities available to the public at the Cocoa Riverfront Park and within the Sovereign Submerged Land Area managed by the City of Cocoa. A copy of the applicable City Charter and City Code provision are attached as **EXHIBIT "D."**

The certification expressed herein is predicated upon present law (and interpretations thereof), facts and circumstances, and we assume no affirmative obligation to update the certification expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof unless requested to do so in writing by the City of Cocoa.

Sincerely,

Anthony A. Garganese
City Attorney of Cocoa

Cc: Bryant Smith, Public Works Director





Account: 2425739 Parcel ID: 24-36-33-06-*-11
Sale: N/A
BCPAO Market Value: $2,970,680
Owners: COCOA, CITY OF
Address: 430 DELANNOY ST COCOA FL 32922

EXHIBIT
tabbies
A

Zoom | Clear | Details | EagleView | Hide Info

BCPAODana Blickley, CFA, Brevard County Property Appraiser | Instructions | Disclaimer

(of Deeds Most Exhibits from Subj. Property)

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED

BK 415 PG 550

DEED NO. 21165

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Law, for and in consideration of the sum of Two Thousand Three Hundred Twenty-Five and 00/100 Dollars, ($2,325.00), to them in hand paid by THE CITY OF COCOA, as Trustee for Frances Porcher Bowles, Earl Brockington, Peggy Gruen Siegener, J. V. D'Alboro and Annena Daniel McDriff, S. F. Travis Co., Inc., Louis Fischer, D. J. Gibbons and St. Marks Episcopal Church, of the County of Brevard, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF COCOA, as Trustee for Frances Porcher Bowles, Earl Brockington, Peggy Gruen Siegener, J. V. D'Alboro and Annena Daniel McDriff, S. F. Travis Co., Inc., Louis Fisher, D. J. Gibbons and St. Marks Episcopal Church, and their heirs, successors and assigns, the following described lands, to-wit:

Being a portion of the submerged lands adjacent to and east of Government Lots 1 and 2, Section 33, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, more particularly described as follows:

From a coquina stone monument set at the northeast corner of Government Lot 2, Section 33, Township 24 South, Range 36 East, run due West along the north line of said Government Lot 2 a distance of 8.53 feet to the east side line of Brevard Avenue; thence North 0° 04' 00" East along the east line of Brevard Avenue 155 feet, more or less, to the East line of Government Lot 1, in said Section 33, for the point of beginning of the lands hereby conveyed; thence North 0° 04' 00" East to a point which is 161.55 feet north of the south line of said Government Lot 1; thence due east 464.04 feet to a point; thence South 37° 30' 00" East 539.20 feet to a point of curve; thence southeasterly curving to the east along a curve whose radius is 50.00 feet and whose chord bears South 63° 45' 00" East 44.23 feet to a point; thence South 0° 15' 20" East 64.00 feet to a point; thence southwesterly curving to the left along a curve whose radius is 49.78 feet and whose chord bears South 44° 52' 20" West 70.56 feet to a point of tangency which is 500.00 feet east of the east line of the 50 foot right of way of Delannoy Avenue; thence South 0° 15' 20" East parallel to and 500.00 feet east of the said east line of the right of way of Delannoy Avenue a distance of 884.51 feet to a point; thence due west 240 feet more or less to the east line of the aforesaid Government Lot 3, Section 33; thence northwesterly along the east line of said Government Lots 3 and 1, Section 33 a distance of 1,725 feet, more or less, to the point of beginning and containing 11.81 acres, more or less.

EXHIBIT

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The City of Cocoa, as Trustee, shall convey to Frances Porcher Bowles the submerged lands lying East of property owned by her to the East line of the above described property, and shall convey to Earl Brockington the submerged lands lying East of property owned by him to the East line of the above described property, and shall convey to Peggy Brown Siegener and Frances Porcher Bowles the submerged land lying East of property owned by them to the East line of the above described property, and shall convey to J. W. D'Albora and Amona Daniel McDriff the submerged land lying East of Lots D and E of the Assessor's Plat to the City of Cocoa to the East line of the above described property, and shall convey to S. F. Travis Co., Inc., the submerged lands lying East of Lots F & G of the Assessor's Plat to the City of Cocoa to the East line of the above described property, and shall convey to Louis Fischer the submerged land lying East of Lots H & I of the Assessor's Plat to the City of Cocoa to the East line of the above described property, and shall convey to D. J. Gibbons the submerged land lying East of Lot J of the Assessor's Plat to the City of Cocoa to the East line of the above described property, and shall convey to the St. Marks Episcopal Church of Cocoa the submerged land lying East of Lot 10 of Block A of Delannoy's Addition to the City of Cocoa to the East line of the above described property, to be used by said church for church purposes only.

There shall, however, be excepted from the conveyances by said City of Cocoa to the persons hereinabove named the right-of-way for road purposes of a strip 80 feet in width along the East side of the above described property extending from the North line thereof to the South line thereof, and further excepted therefrom a strip to be used for road purposes 50 feet in width extending from the North line of the above described property to the North line of King Street, otherwise known as State Road #520.

It is further understood and agreed that the City of Cocoa shall convey to the State Road Department of the State of Florida for road purposes a strip of land 66 feet in width extending from the East end of Willard Street to the East line of the property hereinabove conveyed, a strip 64 feet in width extending from the East line of King Street, otherwise known as State Road #520, to the East line of the property herein conveyed, and a strip of land 66 feet in width extending from the East line of Harrison Street to the East line of the property herein conveyed and a strip 80 feet in width along the East side of the property herein conveyed extending from the North line of the 66 foot strip for the extension of Willard Street south to the South line of the 66 foot strip for the extension of Harrison Street.

The submerged land lying East of Lots 1 to 9 inclusive, Block A of Delannoy's Addition to the City of Cocoa to the East line of the property herein conveyed and the 50 foot strip from the east line of Church Street to the east line of said described property are hereby conveyed to the City of Cocoa to be used by it for public purposes only.

The net acreage covered by the consideration shown herein is 4.65 acres, more or less.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that

may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

DEED

BOOK 415 PAGE 552 IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of March, A. D. 1956.

(SEAL)
Governor

(SEAL)
Comptroller

(SEAL)
Treasurer

(SEAL)
Attorney General

(SEAL)
Commissioner of Agriculture

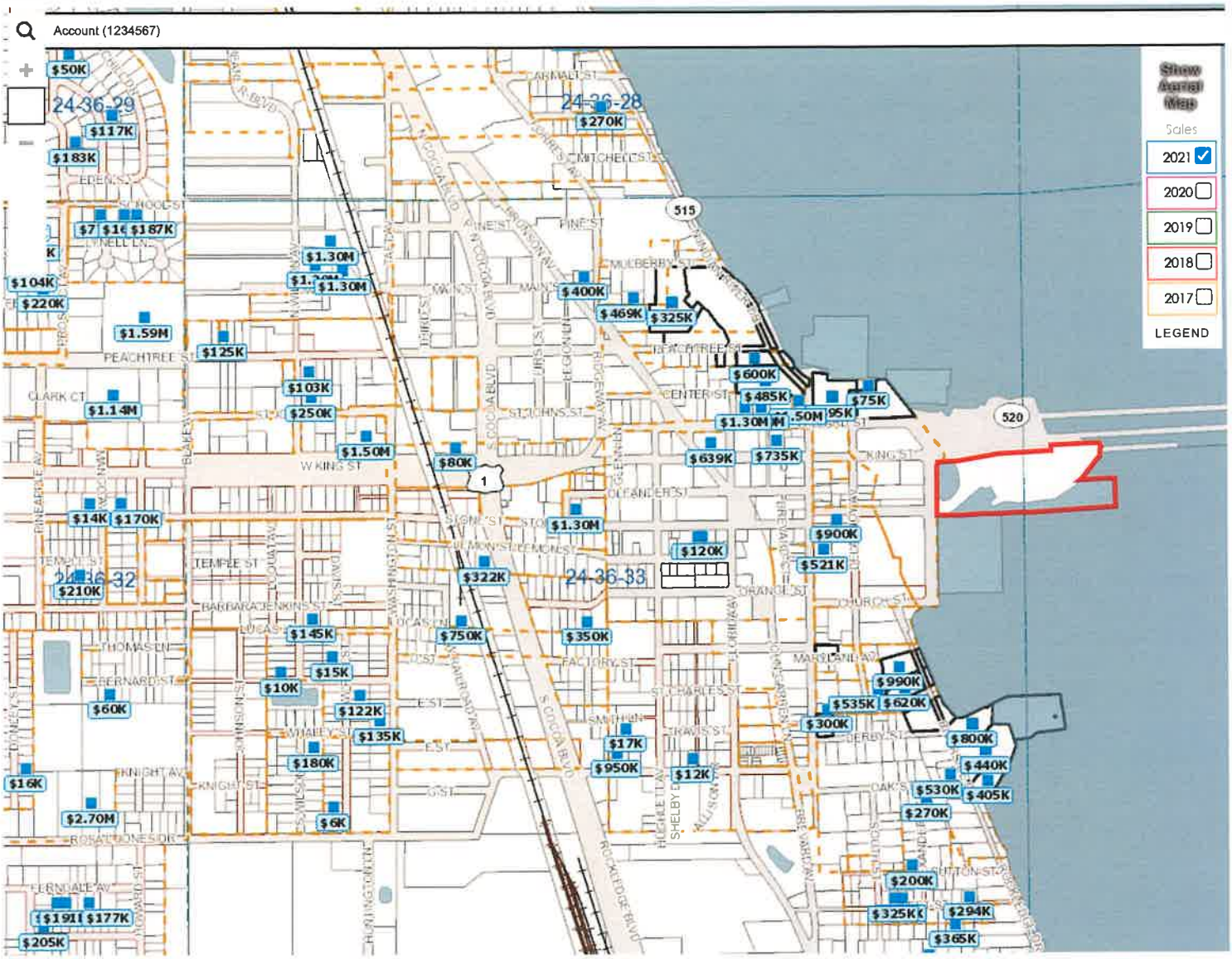
As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

(SEAL)
Trustees I. I. Fund

(SEAL)
Dept. of Agriculture

107161

FILED AND RECORDED
MAR 23
1956 M. 10 A.M.





Account: 3018616 Parcel ID: 24-36-33-00-43
Sale: N/A
BCPAO Market Value: $792,520
Owners: COCOA, CITY OF
Address: 1909 UNKNOWN FL

EXHIBIT
tabbies
B

Zoom | Clear | Details | EagleView | Hide Info

BCPAODana Blickley, CFA, Brevard County Property Appraiser | Instructions | Disclaimer

CFN 2018002912, OR BK 8063 PAGE 1885.
Recorded 01/04/2018 at 04:43 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:20

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

EXHIBIT
tabbies
B

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

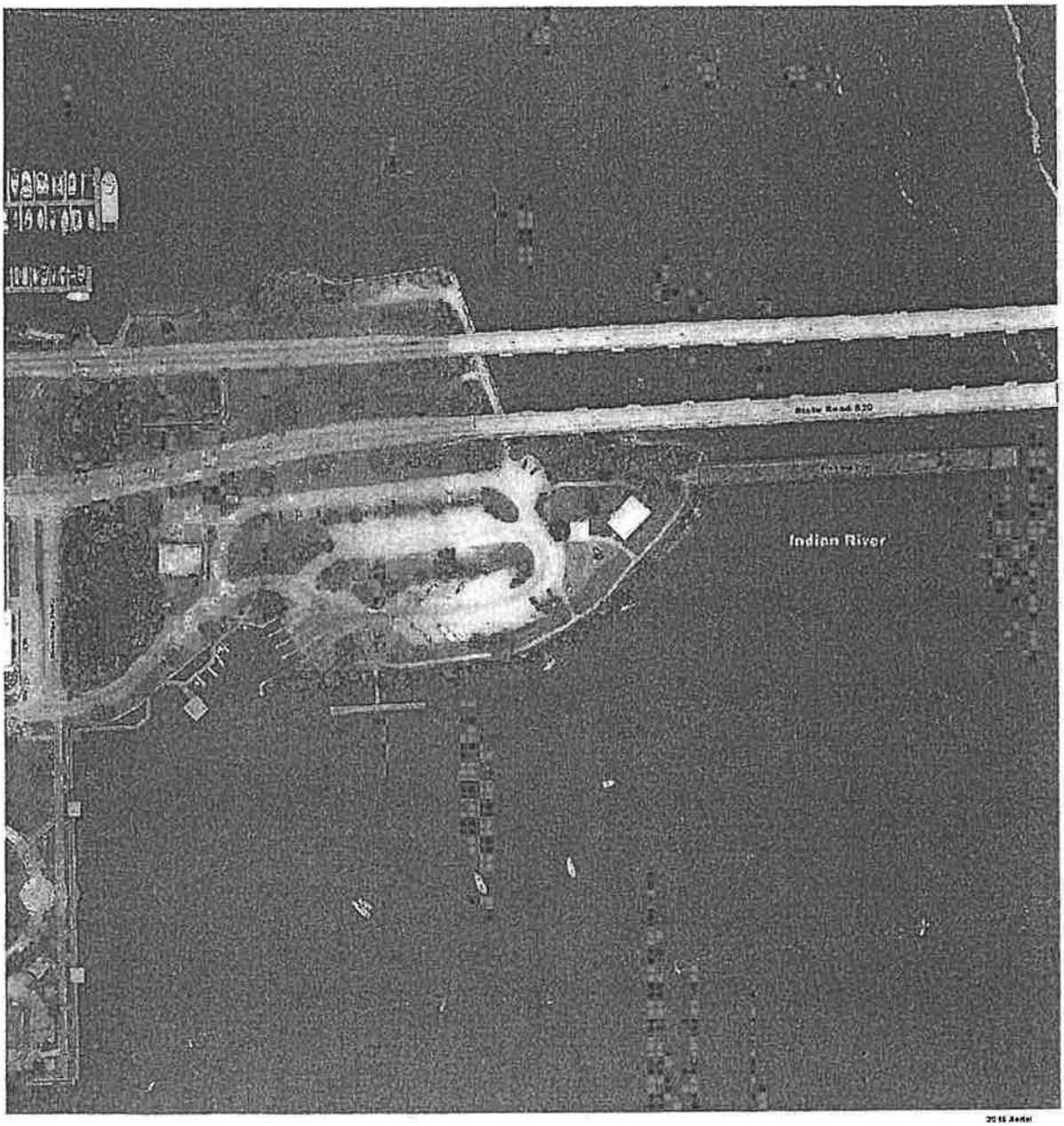
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 423-9566

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25th day of July, 2017, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have committed to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in "EXHIBIT A." ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. **Covenant to Maintain For Municipal and Recreational Purposes.** Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. Governing Law. This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. Venue. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Sheafy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry L. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its 11/14, 2017 regular meeting.

ATTEST:

SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By:

Curt Smith, Chairman
As approved by the Board 7/25/17

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

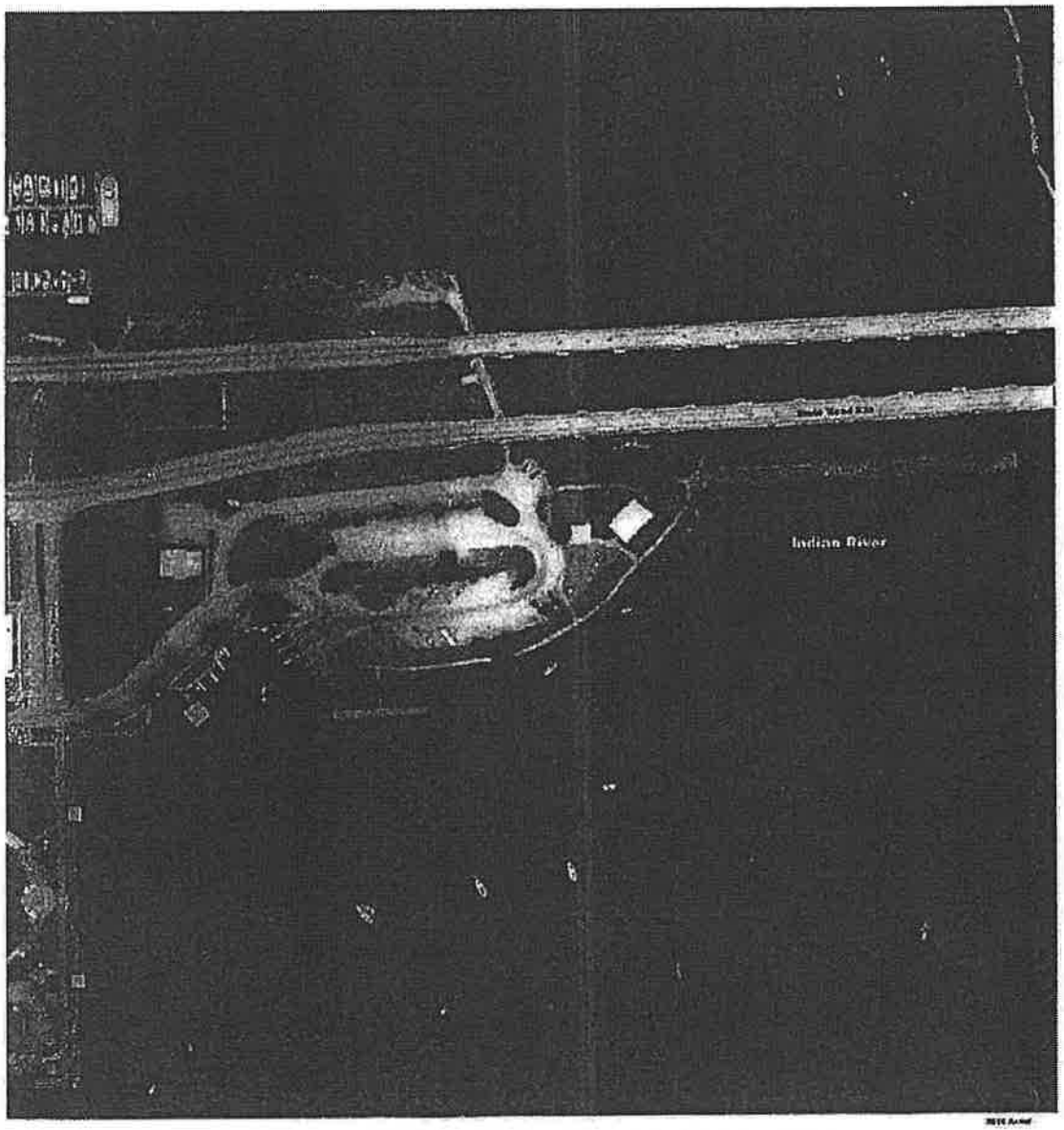
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

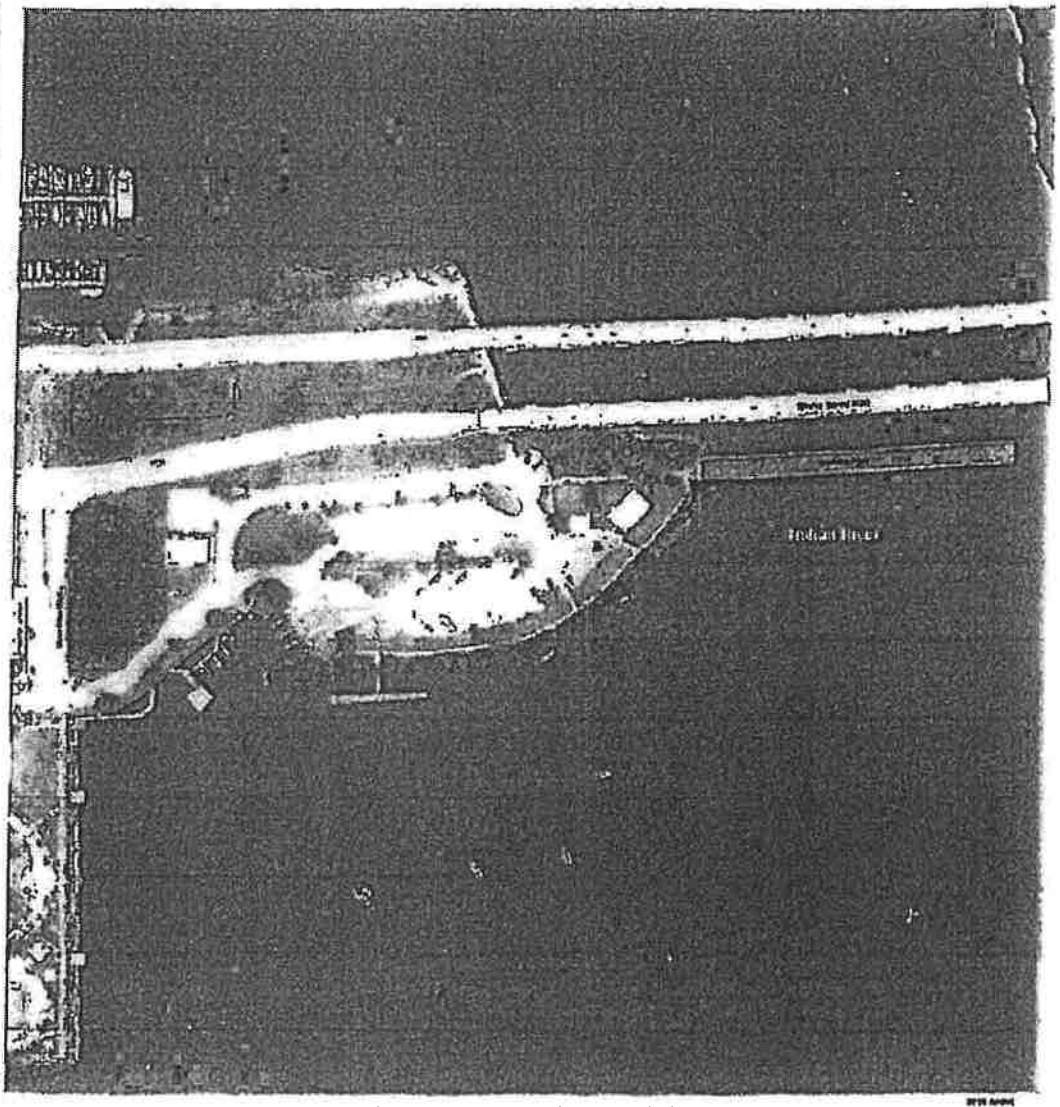
2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376;

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

BrevardClerk.US
Scott Ellis, Clerk of Court

700 South Park Avenue, Bldg. B
P.O. Box 2767
Titusville, FL 32781-2767
(321) 637-2006

DBLIVE Transaction #: 2032485
Receipt #: 61993934
Cashier Date: 1/4/2018 4:43:45 PM

Print Date: 1/4/2018 4:43:46 PM

Customer Information	Transaction Information	Payment Summary	
(2025) PARKS & RECREATION ADMIN BREVARD COUNTY 2725 JUDGE FRAN JAMIESON WAY BLDG B 2ND FLOOR VIERA, FL 32940 Beginning Escrow Balance: -$172.20	DateReceived: 1/4/2018 Source Code: Viera Q Code: Viera Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees Total Payments	$172.20 $172.20

1 Payments

ESCROW	$172.20

1 Recorded Items

(D) DEED — *BK/PG: 8063/1885 CFN:2018002912*
Date:1/4/2018 4:43:40 PM
From: To:

Recording @ 1st=$10 Add'l=$8.50 ea.	20	$171.50
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	2	$0.00
Deed Doc Stamps @ $0.70 per $100	10	$0.70

0 Search Items

0 Miscellaneous Items

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DEDICATION

NO. 25695 (2673-05)

KNOW ALL MEN BY THESE PRESENTS: That the Board of Trustees of the Internal Improvement Trust Fund, in pursuance of application by the CITY OF COCOA, a municipal corporation of the State of Florida, by Resolution adopted November 11, 1975, for dedication of the lands hereinafter described for municipal park and recreational purposes, approved by said Board of Trustees on April 8, 1976, has dedicated, and by these presents does hereby dedicate the following described lands in Brevard County, Florida, to-wit:

A parcel of submerged land lying in the Indian River in Section 34, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 11, Cocoa River Development, recorded in Plat Book 11, Page 75 of the Public Records of Brevard County, said point being the intersection of the South right of way line of Harrison Street and the West right of way line of River Edge Boulevard, thence Easterly along the prolongation of said South right of way line of Harrison Street, 80.00 feet to a point on the East right of way line of River Edge Boulevard, said point being the Point of Beginning; thence continue along said line, 400.00 feet; thence Southerly 569.81 feet along a line parallel to River Edge Boulevard right of way to an intersection with the prolongation of the South right of way line of Church Street; thence Westerly along said line, 400.00 feet to an intersection with the East right of way line of River Edge Boulevard; thence Northerly along said right of way line, 569.89 feet to the Point of Beginning, containing 5.2 acres, more or less.

The above described lands shall be used for municipal park and recreational purposes only, under the supervision and management of the City of Cocoa, subject to the following provisions:

In the event the said City of Cocoa shall (1) use said lands for other than municipal park and recreational purposes, or (2) for a period of three consecutive years shall fail and

THIS INSTRUMENT WAS PREPARED BY
DAVID BRETT
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

EXHIBIT
tabbies
C

neglect to maintain and use the same for said purposes, the dedication hereby made shall at the option of said Trustees be subject to termination upon sixty days notice in writing by the Trustees to said City.

It is agreed that municipal park and recreational purposes for which this land is hereby dedicated shall include, but not necessarily be limited to: a marina complex, concessions and associated facilities operated by the City of Cocoa or leased and under the strict regulation and control of the City of Cocoa.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this 4th day of November, A.D. 1976.

(SEAL)
Board of Trustees
of the Internal
Improvement Trust
Fund

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

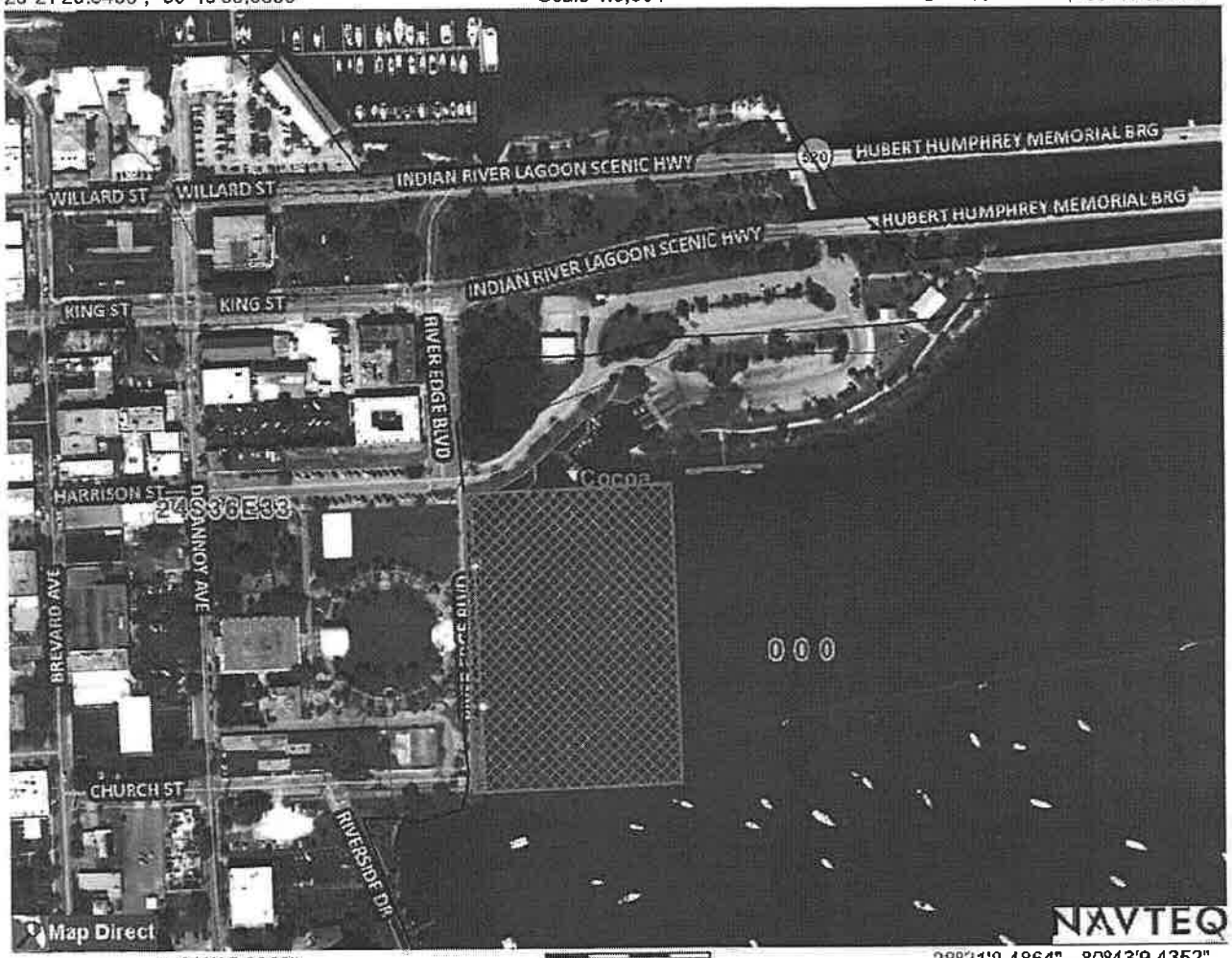
Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board
of Trustees of the Internal
Improvement Trust Fund

Dedication 25695

28°21'26.8466", -80°43'35.0650" Scale 1:3,834 28°21'26.2339", -80°43'8.8991"



28°21'9.0991", -80°43'35.6000" 1 inch = 320 feet 28°21'8.4864", -80°43'9.4352"



Aerial Imagery 2011-2013

- TIGER 2010 Places
- Public Land Survey System 2006
- Florida Counties with Shoreline (areas)

Aerial Imagery Flight Dates 2011-2013

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 10 Jul 2015 19:36:44 UTC is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

STATE OF FLORIDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DEDICATION

NO. 25177 (2328-05)

KNOW ALL MEN BY THESE PRESENTS: That the State of Florida Board of Trustees of the Internal Improvement Trust Fund, in pursuance of application made by the CITY OF COCOA, a municipal corporation of the State of Florida, by Resolution adopted June 23, 1970, for dedication of the lands hereinafter described for a public wayside park, approved by said State of Florida Board of Trustees of the Internal Improvement Trust Fund on December 8, 1970, has dedication, and by these presents does hereby dedicate the following described lands in Brevard County, Florida, to-wit:

A parcel of Sovereignty land in the Indian River abutting Section 33, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Riveredge Boulevard with the Centerline of King Street (State Road 520); thence Southerly 200 feet along the Centerline of Riveredge Boulevard; thence North 89° 18' 48" East 40 feet to the mean high water line of the Indian River and the point of beginning; thence continue North 89° 18' 48" East 163.89 feet to the beginning of a curve concave Northerly having a radius of 10,311.06 feet; thence Easterly 430.32 feet along said curve through a central angle of 2° 23' 29" to end of curve; thence North 86° 55' 19" East 532.90 feet; thence South 3° 04' 41" East 176.56 feet; thence South 86° 55' 19" West 532.90 feet to the beginning of a curve concave Northerly having a radius of 10,487.62 feet; thence Westerly 437.73 feet along said curve through a central angle of 2° 23' 29" to end of curve; thence South 89° 18' 48" West 163.89 feet more or less to the mean high water line of the Indian River; thence Northerly 176.56 feet along said mean high water line to the point of beginning. Containing 4.45 acres more or less.

LEGAL DESCRIPTION APPROVED AND THIS INSTRUMENT WAS PREPARED BY FRED VIOZES ELliot BUILDING TALLAHASSEE, FLORIDA 32304

The above described lands shall be used for public wayside park only, under the supervision and management of the City of Cocoa, subject to the following provisions:

In the event the said City of Cocoa shall (1) use said lands for other than a public wayside park, or (2) for a period of five consecutive years shall fail and neglect to maintain and use the same for said purpose, the dedication hereby made

APPROVED AS TO FORM AND LEGALITY
TRUSTEES I. J. TRUST FUND - LEGAL
BY _____

shall automatically terminate without further action by the said State of Florida Board of Trustees of the Internal Improvement Trust Fund.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund, have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 1st day of February, A.D. 1971.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT
TRUST FUND

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

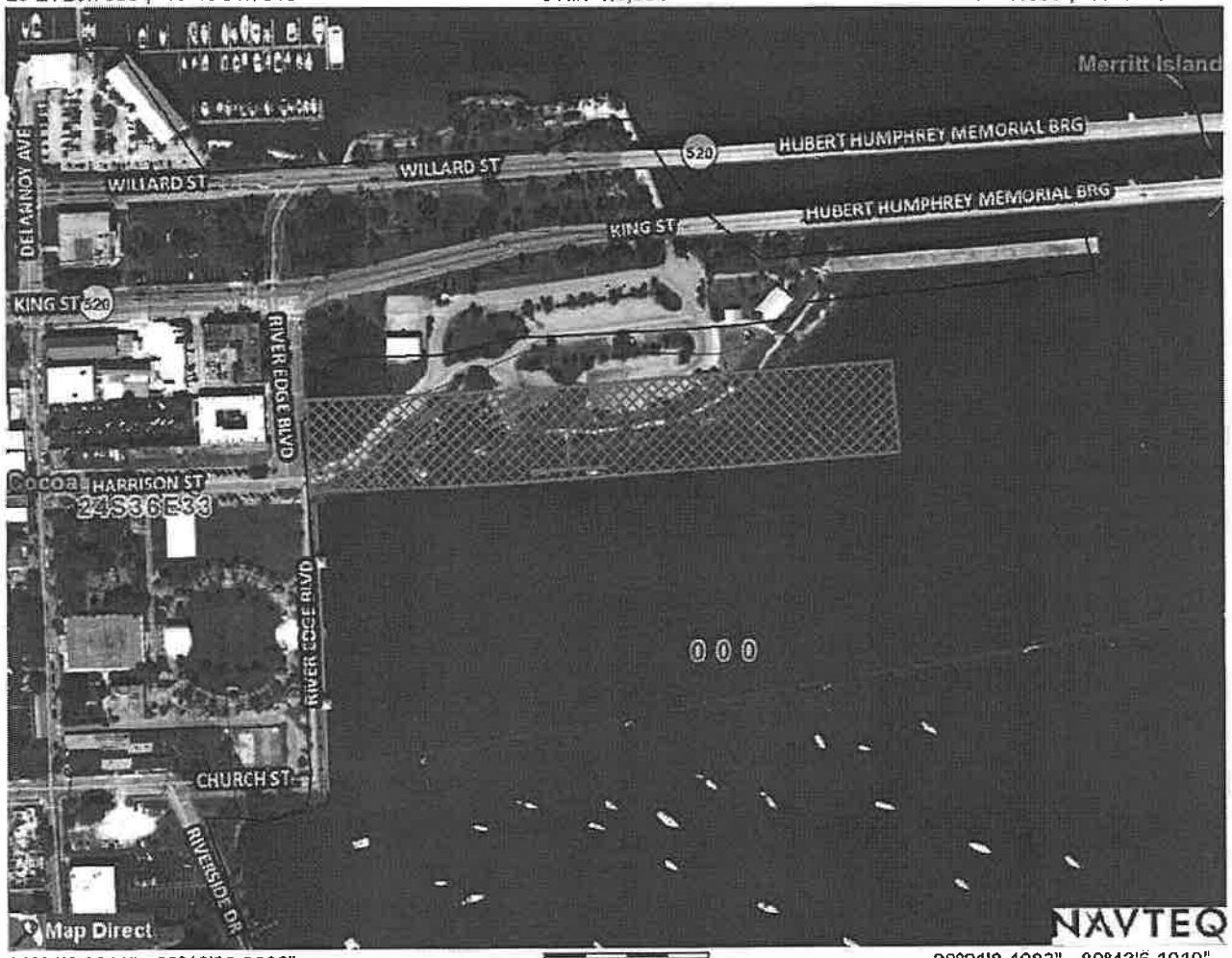
Commissioner of Education

Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

Dedication 25177

28°21'26.7686", -80°43'31.7316" Scale 1:3,834 28°21'26.1558", -80°43'5.5656"



28°21'9.0211", -80°43'32.2666" 1 inch = 320 feet 28°21'8.4083", -80°43'6.1019"



Aerial Imagery 2011-2013

- TIGER 2010 Pieces
- Public Land Survey System 2006
- Florida Counties with Shoreline (areas)

Aerial Imagery Flight Dates 2011-2013

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 10 Jul 2015 19:32:57 UTC is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

Cocoa City Charter Article III, Section 3. - General Powers and Duties.

* * *

(d) *Cocoa Riverfront Park.* The Cocoa Riverfront Park (hereinafter referred to as "Park") is hereby declared and designated a "Special Scenic and Recreational Landmark" of the City of Cocoa. In furtherance of this designation, the city council shall adopt and maintain adequate comprehensive plan policies and land development regulations to protect the scenic riverfront vistas and recreational amenities available to the public at the park. Such policies and regulations shall be adopted in accordance with law. In addition, the Park shall be maintained by the city for public purposes unless some other lawful purpose is first approved by a majority vote of the qualified city electors voting in an election. This subsection is not intended to modify or abrogate any deed restriction or covenant that may also be applicable to any portion of the park. For purposes of this subsection, the term park shall mean the land owned or dedicated to the city, as of November 4, 2014, consisting of approximately 9.41 acres more or less of upland and submerged land which is bounded on the north side by Harrison Street, the west side by Delannoy Street, the south side by St. Marks Church and Church Street, and the east side by the eastern most boundary of the submerged land conveyed to the city by the State of Florida. The park is generally located in the Cocoa Village and legally described together as Brevard County Parcel ID. 24-36-33-06-000000.0-0011.0.

(Ord. No. 33-06, § 3, 9-1-06; Ord. No. 13-2010, § 3, 11-23-2010, Referendum of 11-2-2010; Ord. No. 18-2014, § 3, 8-12-14, Referendum of 11-4-14)

EXHIBIT
tabbies
D

Cocoa City Code, Sec. 14-11. - Riverfront Park—Special scenic and recreational landmark; docking and mooring at Riverfront Park.

Pursuant to the city charter, Riverfront Park has been declared and designated a "special scenic and recreational landmark" by the citizens of Cocoa. In furtherance of this designation, this section is enacted to protect the public's interests in the Riverfront Park and to ensure proper activities by vessels and persons within the park. Further, this section is enacted to protect against potential damage to vessels anchoring or docking at Riverfront Park by managing the anchoring and docking privileges permitted by this section in an orderly manner for the betterment of the public. This section is also enacted to recognize that the docking areas at the Riverfront Park are intended to be a day dock which is not for overnight, long term or permanent use by vessels. However, this section is also intended to recognize that the city may provide special docking opportunities for commuter dinghies and ICW cruising boats at a specially designated dinghy dock area(s) and T-Dock.

(1) For purposes of this section, the following words shall have the meaning ascribed as follows:

Absentee owner means an owner of a vessel that owns a vessel that is anchored moored, or docked at Riverfront Park for a length of time in violation of this section.

Anchor means the fixing or keeping of a vessel in one (1) location, temporarily or permanently, by its self-carried anchor, which is set in the seabed and attached to the boat via an anchor line and/or chain. In common usage, when a vessel is held by its anchor, a vessel is considered anchored.

Commuter dinghy means a dinghy as defined in this section and associated with a larger boat that is anchored in close proximity to Riverfront Park, and the dinghy is actually being used by the resident of the larger boat to commute to Riverfront Park. The intent and purpose of this definition is to identify a subcategory of dinghy users that will be afforded an extended time period for docking at the dinghy dock.

Day vessel means any vessel temporarily anchored, docked, moored or occupied on a waterway within the park for a period not to exceed eight (8) consecutive hours. It is the intent and purpose of this definition, as applied in this section, to strictly prohibit the long term or overnight anchoring, mooring or docking of vessels at Riverfront Park unless an exception is expressly provided for ICW cruising boats or commuter dinghies, as those terms are defined in this subsection (a).

Dinghy means a small boat generally no greater than twelve (12) feet in length, which is carried on or towed behind a larger boat as a tender. A dinghy has the characteristic of being capable of being docked together with other dinghies and capable of withstanding, without damage, contact with other dinghies while docked. Examples of dinghies include inflatable boats, row boats, canoes and other similar small boats. A dinghy can be propelled manually or mechanically.

Dock means to tie or berth a vessel to or at a dock. In common usage, when a vessel is tied to a dock, a vessel is docked.

Houseboat means any vessel, boat, watercraft or structure on or in any waterway, floating or non-floating, which is designed to be used without a permanent foundation and is designed or fitted out as a place of habitation or dwelling and is not principally used for transportation. This definition includes a houseboat and live-aboard vessel as defined in F.S. §§ 327.02 (15) and (19), as amended.

Intracoastal waterway cruising boat (ICW cruising boat) means a recreational vessel with bona fide sleeping quarters, toilet facilities and a galley which is typically used by persons who are traveling from place to place for pleasure.

Moor means the fixing or keeping of a vessel in one (1) location, temporarily or permanently, by mooring, anchoring, grounding, or any other means. In common usage, when a vessel is secured to a mooring ball (float attached to a semi-permanent ground anchoring device), a vessel is moored.

Occupy means living, sleeping, residing, or cooking in a vessel.

Riverfront Park means the Cocoa Riverfront Park owned by or dedicated to the city and located within the Cocoa Village including, but not limited to, all upland portions of the park, boardwalks, T-dock, dock and mooring facilities, boat ramps, and sovereign submerged land areas within the Indian River conveyed and dedicated to the city by the state which are located adjacent and near the upland portions of the park (State of Florida Dedication No. 25177 and No. 25695). The two (2) sovereign submerged land areas are legally described in the dedications and for reference purposes are generally depicted in Exhibit "A" attached to Ordinance No. 01-2016.

Vessel means any watercraft of any type or size used or capable of being used as a means of transportation on water, including but not limited to yachts, rafts, ferry boats, dinghies, but not including houseboats.

Waterways means the Indian River within the jurisdictional limits of the city of Cocoa.

(2) It shall be unlawful for any person to do any of the following at Riverfront Park:

a. To anchor, dock or moor any vessel unless the vessel itself is a day vessel or a commuter dinghy docked pursuant to subsections (3) or an ICW cruising boat anchored or docked pursuant to subsection (3), or to know or have reason to know that you are an absentee owner under this section.

b. To dock any vessel between the hours of 12:00 a.m. to 5:00 a.m., with the exception that this time restriction does not apply to commuter dinghies that are docked at a dinghy dock specially designated by the city manager pursuant to subsection (4) of this section or to an ICW cruising boat docked at a T-dock or anchored in accordance with subsection (3).

c. To dock any vessel that is not a dinghy in any area that is specially designated and reserved as a dinghy dock by the city manager pursuant to subsection (d) of this section. The dinghy dock area shall be strictly limited to the docking of dinghies.

d. To dock any dinghy in any area other than at a dinghy dock. The docking of dinghies shall be strictly limited to the dinghy dock area.

e. To occupy any vessel or to accept money, goods or services in exchange for allowing others to occupy any vessel, except as provided for ICW cruising boats under subsection (3).

f. To dock or moor any vessel unless the vessel is docked or moored at a specific location that has been designated by the city for docking or mooring purposes.

g. To discharge or to allow the discharge of untreated sewage or hazardous substance into the waterway or park.

h. To dump, place, deposit, discharge or throw garbage, or to allow garbage to enter into the waterway or park unless the garbage is disposed of within a public trash receptacle.

i. To obstruct, or cause to be obstructed, the free use of the waterways by the public with any vessel.

j. To anchor, moor or dock a vessel that is deemed derelict or abandoned in accordance with law.

k. To fail to mark the position of any sunken, sinking, swamped or otherwise disabled vessel within the waterway.

l. To construct or reconstruct a vessel, or conduct non-routine or major repairs to a vessel, on the waterway or within the park, unless authorized by the city manager for emergency purposes in order to remove the vessel from the park.

m. To fail to securely and safely anchor, moor or dock a vessel, so that anchor, mooring or docking lines are of sufficient size and quality to secure the vessel against all anticipated conditions.

n. To bring, anchor, dock or moor any vessel in any waterway or park which is in such badly deteriorated condition that it is liable to cause injury to persons, sink or damage other vessels or other property, or which may be a menace to navigation or a public nuisance, except in cases of extreme emergency, in which case the owner of the vessel will be liable for any injuries or damage caused by such vessel.

o. To permit vessel and on-board generator motors to idle or run after the vessel has been docked in a manner that violates applicable noise regulations.

p. To submerge, leave, place, locate any structure or other object within the waterway or park that would prohibit or impede the anchoring, docking or mooring of vessels or interfere with the right of the public to use the waterway or park for recreational and park purposes.

q. To anchor, dock or moor any vessel that contains junk, litter, waste, construction or demolition debris, broken equipment, sludge, dirt, sand, hazardous materials, empty containers and buckets or other loose materials in substantial disrepair that is visible from Riverfront Park.

r. To dock any open vessel such as a dinghy that contains equipment or other loose material that is not properly stowed and organized to avoid unnecessary visual clutter and nuisances.

s. To violate any other applicable laws or regulations applicable to vessels which are effective within the territorial limits of the city.

t. To anchor, moor or dock a vessel in violation of a habitual offender suspension issued by the city manager pursuant to subsection (h).

(3) For purposes of this section, an ICW cruising boat shall be treated in the same manner as any other vessel, with the exception that ICW cruising boats shall be permitted to dock overnight at any T-dock or anchor at Riverfront Park for a period of time not to exceed two (2) consecutive nights or four (4) nights within a thirty (30) day time period, provided the city has designated the T-dock area for overnight docking with prominently marked and appropriate signage. In addition, while the ICW cruising boat is docked at the T-dock or anchored, the person(s) travelling in the ICW cruising boat may occupy the ICW cruising boat. ICW cruising boat's anchored in accordance with this subsection shall be anchored in a manner that does not unreasonably impede or interfere with boater access to the docks or T-dock.

(4) Establishment of dinghy dock; dinghies; commuter dinghies. The city manager is hereby authorized and required to designate one (1) or more docking areas which shall be reserved solely for the docking of dinghies. Such areas shall be commonly referred to as the "dinghy dock" and prominently marked with appropriate signage. For purposes of this section, dinghies shall be treated in the same manner as any other vessel, with the exception that all dinghies shall be required to dock at a dinghy dock area and commuter dinghies shall not be subject to the maximum eight (8) consecutive hour time period for day boaters nor the 12:00 a.m. to 5:00 a.m. docking prohibition set forth in subsection (2)b.

(5) The city manager shall place and maintain an appropriate number of signs along the riverfront and near the docking slips or area which provide public notice of the authorized dock areas and restrictions set forth in this section.

(6) Any violation of this section shall constitute a code enforcement infraction and shall be subject to applicable penalties and remedies provided by law including, but not limited to, being a Class I civil citation violation. For each day a violation of this section occurs or for separate violations that exist, a separate civil infraction is deemed to exist for each day and separate violation. No provision herein shall be construed or interpreted as limiting the city's right to enforce this section, or to remedy a violation hereof, in accordance with any applicable law, or to enforce this section under its governmental and proprietary powers to regulate, control and manage the use of real property (to wit: Riverfront Park) under the ownership or control of the city.

(7) Any vessel anchored, moored, docked, occupied, maintained, or used in a manner contrary to the provisions of this section shall be deemed unlawful and a public nuisance, and the city may immediately commence any lawful action or proceeding to abate and enjoin a violation of this section as provided by any applicable law including, but not limited to, removing and impounding the vessel in violation of this section.

(8) Enforcement of this section shall rest with the chief of police and designated police officers and city code enforcement officers. Whenever necessary to make an inspection to enforce any of the provisions of this section, or whenever the police chief or designated police officer and city code enforcement officer has reasonable cause to believe that there exists in any vessel any condition or code violation which makes such vessel unsafe, dangerous or hazardous, the police chief or designated police officer or code enforcement officer may board and enter such vessel at all reasonable times to inspect the same, provided that he or she shall first present proper credentials to the owner or other person present and having charge or control of the vessel and request to board and enter. If entry is refused, the police chief or designated police officer or code enforcement officer shall have recourse to every remedy provided by law to secure entry. When the police chief or designated police officer or code enforcement officer shall have first obtained a proper inspection warrant or other remedy provided by law to secure boarding and entry, no owner or occupant or any other persons having charge, care or control of any vessel, shall fail or neglect, after proper request is made as herein provided, to promptly permit boarding and entry therein by the director or his authorized representative for the purpose of inspection and examination. The enforcement provision set forth in this section shall be deemed supplemental and in addition to any other applicable provision of state law granting law and code enforcement officers the right to board and enter upon a vessel to enforce the provisions of applicable law. A violation of this section under the city's code enforcement citation program (Ch. 6, Division 2, City Code) shall be subject to a Class I penalty of one hundred dollars ($100.00) for the first offense and a Class II penalty of two hundred dollars ($200.00) for each subsequent same offense (second through third violation), and Class IV penalty of five hundred dollars ($500.00) for each subsequent same offense greater than the third violation of the same offense. Any person who receives more than three (3) code enforcement citations for the same violation of this section and who is found guilty (including adjudication withheld) or pleads no contest to said citations shall be deemed a habitual offender. Upon a habitual offender's fourth violation and each violation thereafter for the same offense, the city manager or the city manager's designee ("city manager") is hereby authorized to suspend the anchoring, mooring and docking privileges of the habitual offender for up to one (1) year. Written notice of the suspension shall be delivered by U.S. Mail or hand delivery to the violator by the city manager. The notice shall state in detail the basis of the suspension and that the suspension is subject to review by the city's board of adjustment in the same manner provided for review of other administrative decisions pursuant to Article XVII, Section 1 of the City Code. Failure to timely seek review by the board of adjustment shall be deemed a waiver of the habitual offender's right to seek review of the city manager's decision and the city manager's decision shall be deemed final.

(9) During city sponsored, co-sponsored or authorized special events which have been duly permitted by the city at the Riverfront Park including, but not limited to, public music performances, festivals, and fireworks displays, the city council or city manager is authorized to temporarily suspend, by written public notice, the anchoring, mooring, and docking privileges or restrictions set forth in this section to the extent reasonably necessary to accommodate the special event and the public health, safety and welfare. The city manager is also authorized to temporarily suspend the docking of vessels in designated docking slips or areas in order to protect the public health, safety and welfare, or to safeguard the riverfront boardwalk.

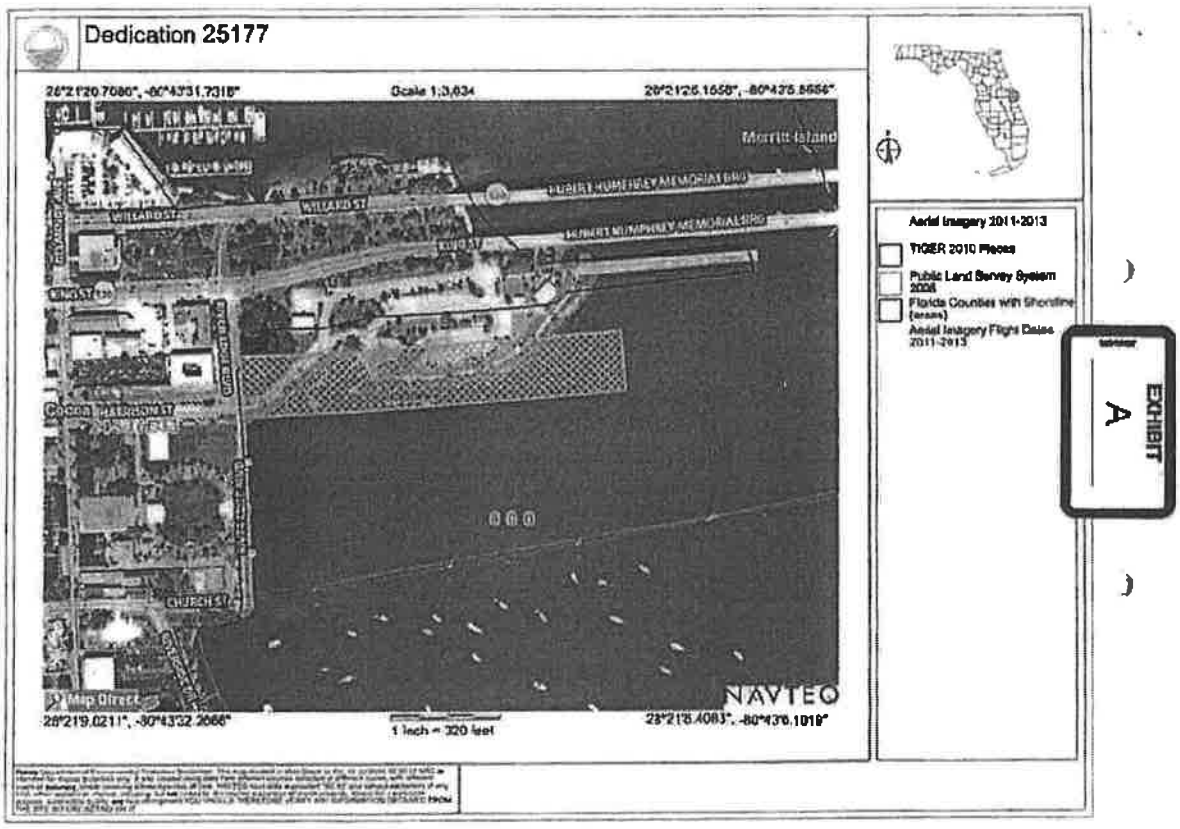
(10) The anchoring, mooring and docking restrictions set forth in this section shall not apply to vessels owned or operated by a governmental entity for law enforcement, firefighting, military or rescue purposes.

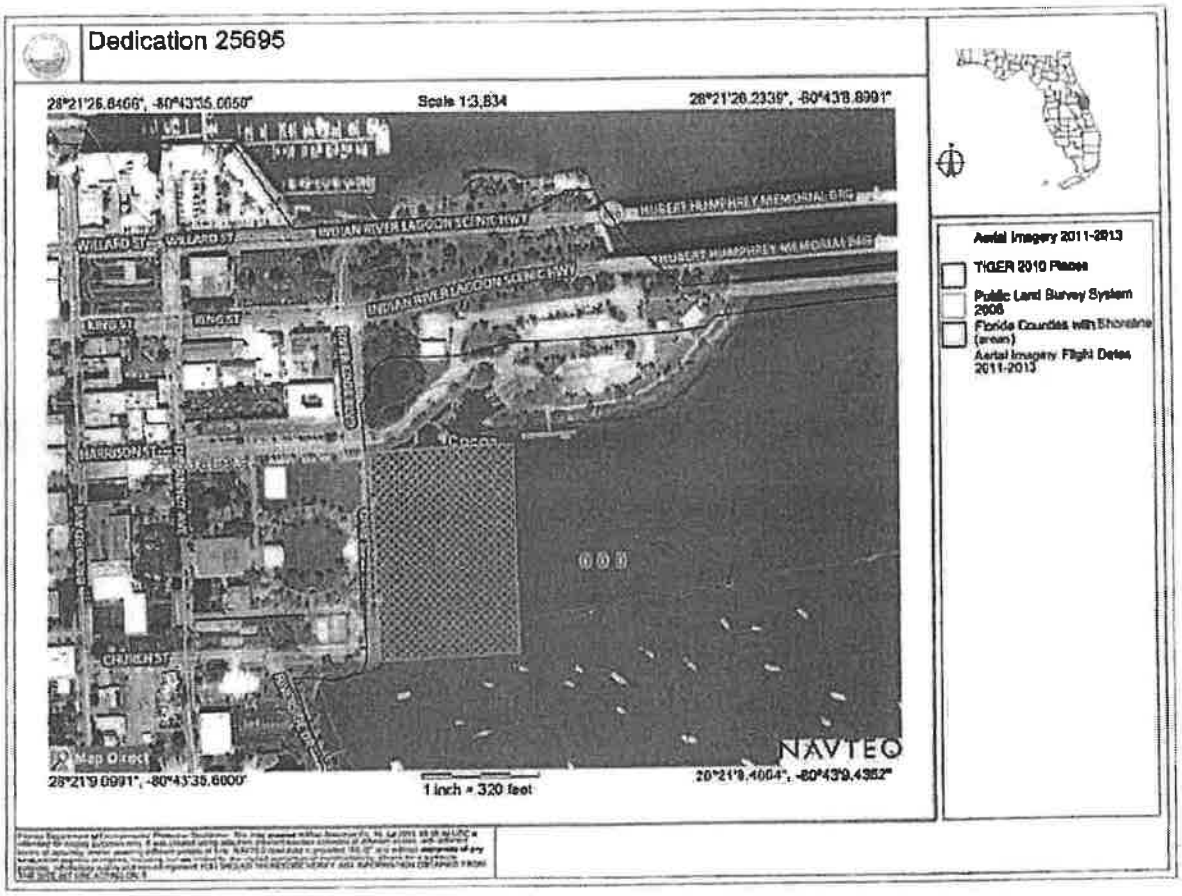
(11) The city council or city manager is authorized to temporarily reserve dock space for a particular special event which is dependent upon the availability of adequate dock space, provided such

reservation is expressly granted by special event permit issued by the city. At the reasonable discretion of the city council and city manager, such reservation may temporarily modify the docking restrictions set forth in this section to the extent reasonably necessary to accommodate and support the particular permitted event.

(12) This section shall not be construed as regulating or restricting the anchoring, mooring, or docking of vessels outside the area of Riverfront Park.

Exhibit A





(Ord. No. 01-2008, § 2, 1-22-08; Ord. No. 01-2016, §§ 2, 5, 4-12-2016)

Editor's note— Ord. No. 01-2016, § 2, adopted April 12, 2016, changed the title of § 14-11 from "Overnight mooring at Riverfront Park" to read as herein set out.

FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2021 Waterways Assistance Program
Date: December 21, 2021

Attached is an application package for the District's 2022 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org Through WAP over the past 36 years, the District has provided a total of over $262 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, March 28, 2022. Your application must be discussed with your local FIND Commissioner prior to March 4, 2022. The application must be initialed by the Commissioner prior to submission to the District office on March 28, 2022. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org. or a completed hardcopy of the application may be delivered to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477. Application must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 16, 2022. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

FRANK GERNERT
TREASURER
BROWARD COUNTY

SPENCER CROWLEY
SECRETARY BROWARD
COUNTY

STEPHEN W. BOEHINING
INDIAN RIVER COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

BUDDY DAVENPORT
VOLUSIA COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

RANDY
STAPLEFORD
FLAGLER COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

FY 2022-2023

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

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FY 2022- 2023

WATERWAYS ASSISTANCE PROGRAM APPLICATION

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ATTACHMENT A PROGRAM SCHEDULE

ATTACHMENT B COMMISSIONERS LISTING

ATTACHMENT C PROJECT PRIORITY LIST

ATTACHMENT D PROGRAM RULES

Part 2.

ATTACHMENT E PROGRAM APPLICATION/TIPS SHEET (1 PAGE)

E-1. APPLICATION CHECK LIST (2 PAGES)

E-2. APPLICANT INFORMATION/PROJECT SUMMARY

E-3. PROJECT INFORMATION

E-4. APPLICATION AND EVALUATION WORKSHEET (20 PAGES)

E-5. COST ESTIMATE FORM

E-6. PROJECT TIMELINE

E-7. RESOLUTION (2 PAGES)

E-8. ATTORNEYS CERTIFICATION OF TITLE

E-9. REQUIRED MAPS

County/City Map of project location

Site plan map

ATTACHMENT A

FY 2022-2023
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2022	Availability of application packages.
Prior to March 4, 2022	Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.
March 28, 2022	**Application due in the District office by 4:30 PM (No Exceptions)**
May 16, 2022	Application requirements must be completed or application will be eliminated from further consideration.
June 17 & 18, 2022	Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.
July 15, 2022	FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).
Sept. 19, 2022	All remaining permits due.
October 1, 2022	Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B

2022-2023 FIND BOARD OF COMMISSIONERS

NASSAU COUNTY Mr. Lynn Williams 1317 North Pike Lane Fernandina Beach, FL 32034 Ph# (847) 4922-1598 LWilliams@aicw.org	**DUVAL COUNTY** Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 MOsteen@aicw.org
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 JCBlow@aicw.org	**FLAGLER COUNTY** Mr. Randy Stapleford 77 Comanche CT Palm Coast, FL 32137 Ph# (724) 766-0690 rstapleford@aicw.org
VOLUSIA COUNTY Mr. Buddy Davenport 106 Grandview Dr New Smyrna Beach, FL 32168 Ph# (386) 405-0681 bdavenport@aicw.org	**BREVARD COUNTY** Mr. Jerry Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Mr. Stephen Boehning 1443 20th Street Suite F Vero Beach, FL 32960 Ph# (772) 213-3408 sboehning@aicw.org	**ST. LUCIE COUNTY** Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 DDonaldson@aicw.org
MARTIN COUNTY Mr. Donald J. Cuozzo Cuozzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 dcuozzo@cdgplan.com	**PALM BEACH COUNTY** Mr. Charles Isiminger Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Frank Gernert 1000 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 FGernert@aicw.org	**MIAMI-DADE COUNTY** Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 spencer.crowley@akerman.com

ATTACHMENT C

2022 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

PRIORITY PROJECT CATEGORY	MAX POINTS AVAILABLE (Question #1)	*Highest Potential Score*
1. Public navigation channel dredging.	8	*50*
2. Public navigation aids & markers.	8	*50*
3. Inlet management projects that are a benefit to public navigation in the District.	7	*49*
4. Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	*49*
5. Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	*48*
6. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	*47*
7. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	*47*
8. Waterway signs & buoys for safety, regulation or information.	4	*46*
9. Derelict vessel removal	4	*46*
10. Public fishing & viewing piers	3	*45*
11. Public waterfront parks and boardwalks & associated improvements	3	*45*
12. Maritime Management Planning	3	*45*
13. Waterway boating safety programs & equipment	3	*45*
14. Waterway related environmental education programs & facilities	*2*	*44*
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	*44*
16. Environmental restoration, enhancement or mitigation projects with public access component	*2*	*44*
17. Other waterway related projects.	1	*43*

NOTE: *Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.*

CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM (2022)

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003,

Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District’s intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and

shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement

expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can

demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management

plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $75,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental

entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant’s maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District’s Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict

Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $75,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

Florida Inland Navigation District

FY 2022

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 28, 2022.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 16th of May, Permits – 19th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 p.m. on March 28, 2022.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 4th) *(NOTE*: **For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	○	○
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	○	○
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	○	○
5.	Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	○	○
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	○	○
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	○	○
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	○	○

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2022

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)**	○	○
10.	County/City Location Map	○	○
11.	Project Boundary Map	○	○
12.	Clear & Detailed Site Development Plan Map	○	○
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	○	○

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2022 By May 16, 2022 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 19, 2022. If the information in Item 13 is not submitted to the District office by September 19, 2022, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Anthony Hagan TITLE: Grants Administrator

**** SIGNATURE - PROJECT LIAISON **** 3/2/21 DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2022

APPLICANT INFORMATION			
Applicant: City of Cocoa			
Department: Public Works			
Project Title: Lee Wenner Park Boat Ramp Rehabilitation - Phase 2			
Project Director: Frank Mirabito		**Title:**	Project Manager
Project Liaison: *(if different from Director)*	Anthony Hagan	**Title:**	Grants Administrator
Mailing Address:	65 Stone Street		
City: Cocoa		**Zip Code:**	32922
Email Address: ahagan@cocoafl.org		**Phone #:**	321-433-8684
Project Address:	300 Riveredge Blvd, Cocoa, FL 32922		

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____ DATE: 3/2/21

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The Boat Ramps at Lee Wenner Park in Cocoa is in a state of disrepair and needs attention to ensure continued access to the waterways of the Cocoa Riverfront and the Indian River.

The City has been awarded a Phase 1 grant to prepare the engineering and permitting for this project. We would like to request a Phase 2 grant to begin the rehabilitation process. The ramps need a complete reconstruction, which will cover approximately 383 square yards of the boat ramps and three finger piers. We will also regrade the approach to the boat ramps to provide for better entry and exit angles for the boaters and their trailers. This will greatly improve the access to the waterfront, and increase the safety of the access point. The estimated cost of this project is $621,000.

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2022

Applicant: City of Cocoa	**Project Title:** Lee Wenner Park Boat Ramp Rehabilitation - Phase 2	
Total Project Cost: $ 621,000	**FIND Funding Requested: $** 310,500	**% of Total Cost:** 50
Amount of Applicant's Matching Funds:	Cash Match - $310,500	
Source of Applicant's Matching Funds:	Match will be budgeted into General Fund Accounts in FY22 Budget.	

1. Ownership of Project Site (check one): Own: ◯ Leased: ◯ Other: ◯

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes ◯ No: ☐ ◯

4. If yes, please list:

In FY21, the City of Cocoa was awarded a Phase I FIND Grant for engineering and planning for this project. The City is now applying for Phase II funding.

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

There is currently one boat ramp in Lee Wenner Park. There is a high level of access for the public. There is a large parking area that is free to the public surrounding the boat ramp.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

We do not project to add any additional ramps or parking spaces at this time.

7. Are fees charged for the use of this project? No ◯ Yes ◯ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Yes	Preapplication Meeting - 3/12/21	
DEP	No		
ACOE	Yes	Preapplication Meeting - 3/12/21	

ATTACHMENT E-4

EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2022

DIRECTIONS:
All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities.

b) Explain how the project fits this priority category.

The is already an existing boat ramp in Lee Wenner Park. However, it is badly in need of replacement. This project fits the priority because it deals directly with the redevelopment of a Public Boat Ramp, and stabilizing the shoreline surrounding and supporting the ramp.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

The project directly relates to the mission of the Navigation District, as it provides immediate and free access to the public to the waterways of the Indian River. This promotes usage and enjoyment of the waterways.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

This project will ensure that the public is able to continue to freely and most importantly safely access the Indian River.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) Describe how the project increases/improves boater/public access. Estimate the amount of total public use.

The public usage is gauged by the number of vessels that launch and tie up to the docks at the boat ramp. Currently, the ramp is in use approximately 65% of the time during the week, and is at almost 100% usage during weekend and holiday hours.

b) Discuss the regional and local public benefits provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

Rehabilitation of the ramp will increase the access of the public to the waterways. The ramp will be strengthened, and important modern additions will be made, including ADA accessibility and the ability to safely grant access to larger boats. The usage of the ramp is not limited to residents of Cocoa. The ramp is free and accessible to all members of the public.

c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

The usage of the boat ramp is limited to public use only. Commercial use is prohibited.

(For reviewer only)
(1-8 points)

4) TIMELINESS:

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The City is finalizing 60% design. The design will be finalized and the permits will be in place Phase II would be awarded.

b) Briefly explain any unique aspects of this project that could influence the timeline.

The City foresees no potential issues.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

The City will budget the entirety of the match ($310,500) into General Funds in the FY22 budget.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

The City does not see any potential areas for cost increases or overruns.

c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

The City will follow all Procurement Guidelines and best practices to ensure the most cost-efficient contractor is used, and monitoring of their progress and invoicing to ensure

d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

The City does not charge a fee to access the boat ramp at Lee Wenner Park. To our knowledge, there are no fees charged by similar facilities in the area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

The boat ramp that currently exists at Lee Wenner park is badly in need of replacement. The structure has been impacted by numerous storms in the past 10 years, and is beginning to fail. Rebuilding the structure will allow the City to widen access, and lengthen the ramp in order to make the launch angle easier and safer for more boats.

The project is necessary to ensure continued access to the waters of the IWC for citizens of Cocoa, Merritt Island, and the surrounding municipalities. The City of Cocoa will continue to keep access to the Lee Wenner Boat ramp free of charge.

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

The City owns the entirety of Lee Wenner Park, and already maintains the grounds and the shoreline. The City will continue to budget funds to maintain the facility in all future budgets.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

The restoration of the boat ramp in included in the City of Cocoa's Waterfront Master Plan.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A

EVALUATION WORKSHEET

DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

The City is in the pre-application process. During the discussion with the Army Corps of Engineers, it was mentioned that waivers may be a possibility, and the City may not need permits to perform this work.

However, the City will ensure all needed permits are received before the funding for Phase II is awarded.

b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

N/A

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

No significant impediments have been identified at this time that would delay the timely issuance of required permits. Repairs of the docks at the boat ramp were accomplished in 2018 without any permitting issues.

(For reviewer only)
(1-4 points)

---

8) PROJECT DESIGN:

a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?

Design work is at 60% completion. By the time of award, 90% plans will be finished.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

The proposed design of the boat ramp will help accommodate more boats at the ramp by providing a better transitional slope between the ramp and the access road and by improving the pavement surface at the bottom of the ramp for safer usage.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

It is anticipated that the contractor will construct a cofferdam to isolate and dry out the area around the existing boat ramp. Once drained, the existing concrete portion of ramp will be demolished (and if included as a bid alternate, the existing finger piers) and removed from the site. If new finger piers are included, new precast concrete piles will be installed. The area will be graded, new base material installed and compacted and then new precast concrete ramp sections will be installed in each of the four lanes. The precast panels will then be locked in place via poured concrete filler panels on the sides, toe and top of each precast lane and under the piers. New precast concrete beams and decks will be installed on the piles to replace the demolished piers and the top portion of the existing ramp to remain will be milled and overlaid with new asphalt.

b) What is the design life of the proposed materials compared to other available materials?

The precast concrete and poured concrete ramp products are expected to have a 50-year life if properly maintained.

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

The area around where the project is located has the required storm water controls in place to properly control, contain and treat surface runoff. Mangroves and native plants are incorporated into the shoreline for shore stabilization and to create natural habitat for fish and birds. This gives low maintenance, long lasting materials into site amenities. Services in the area include trash containers, containers for monofilament recycling and the installation of area signage warning boaters of wildlife in the area and the need to protect seagrass when boating.

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

The ramp is sized and sloped to accommodate sea level rise during its lifespan

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4B

EVALUATION WORKSHEET

ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) **Who is the primary target audience or user group for the project and how were they identified?**

b) **How have the needs of the target audience been evaluated and met?**

c) **How many people will the program serve on an annual basis? What will be the measurable results?**

(For reviewer only)
(1-5 points)

---

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C

EVALUATION WORKSHEET

LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) **Describe the anticipated, long-term measurable results of implementing this project.**

b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D

EVALUATION WORKSHEET

INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT OR PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E

EVALUATION WORKSHEET

BEACH RENOURISHMENT PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

---

8) VIABILITY:

a) **Is the project site defined as critically eroded area by a statewide beach management plan?**

b) **Cite the quantifiable rate of erosion in this area.**

c) **Is the project an important component of an overall beach management effort?**

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) **Are there quantifiable public benefits demonstrated by the project?**

b) **Is there adequate public access to the project area? Please describe location and amount.**

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F

EVALUATION WORKSHEET

EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11. (EXTRA) STORM DAMAGE EVALUATION:

a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

b) Has this site/project previously received funding from FIND

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2022

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization / Maintenance of Traffic	55,000.00	27,500.00	27,500.00
Erosion Control - Inlet / Drain Protection, Turbidity Barrier, Silt Fence	20,000.00	10,000.00	10,000.00
Install Cofferdam	75,000.00	37,500.00	37,500.00
Demolition - Concrete Ramp, Existing Asphalt, Existing Base, Dispose of Demo Material	30,000.00	15,000.00	15,000.00
Excavation and Grading	11,000.00	5,500.00	5,500.00
Concrete - Ramp and Filler Panels (Install New Base, Precast Ramp Sections, Poured Concrete Filler Panels)	200,000.00	100,000.00	100,000.00
Mill Existing Asphalt, Install New Asphalt, Restripe Crosswalk	30,000.00	15,000.00	15,000.00
Demolish Finger Piers, Install New Concrete Piles, Install new Joists / Decking	200,000.00	100,000.00	100,000.00
****TOTALS =**	**$ 621,000.00**	**$ 310,500.00**	**$ 310,500.00**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	Lee Wenner Park Boat Ramp Rehabilitation - Phase 2
Applicant:	City of Cocoa

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
October 1, 2021	Receive Notice of Award
October 26, 2021	City Council Accepts Grant Award
November 15, 2021	Bids Open
December 15, 2021	Bids Close
January 25, 2022	City Council Awards Contract
February 1, 2022	Submittals, Order Precast, Mobilize
April 2, 2022	Close Ramp, Demolition, Reinstallation
May 5, 2022	Close Out, Demobilize and Clean up
May 31, 2022	Ramp opens back up to public.

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2022

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Cocoa is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of the city of Cocoa and the State of Florida:

Project Title Lee Wenner Park Boat Ramp Rehabilitation - Phase 2

Total Estimated Cost $ **621,000.00**

Brief Description of Project:

Demolish and rebuild the boat ramp at Lee Wenner Park, widening access and increasing the safety of usage.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Cocoa
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Cocoa
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Cocoa
(Name of Agency)

AND, be it further resolved by the City of Cocoa
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Cocoa at a legal meeting
(agency governing board)
held on this _____ day of _____ 20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2022

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY

(Address)

_____, 2022

TO WHOM IT MAY CONCERN:

I, (Name), am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____ *(type of interest, ie. Fee simple, easement, 30 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)

(City or County) Attorney

City of Cocoa Budget Adjustment Form FY 2022 - 22-032-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW-3520 | DATE PREPARED: 12/09/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 203,255	001-0000-337.30-19	GR2204	FIND BV-CO-21-152 DRG PII	$ 0	$ 0	$ 203,255	$ 0
$ 310,475	001-0000-337.30-20	GR2205	FIND BV-CO-21-151 BT PII	$ 0	$ 0	$ 310,475	$ 0
$ 89,550	001-0000-389.99-50	GR2205	BALANCE FORWARD / FUND BAL-APPR(	$ 160,066	$ 8,581,210	$ 8,670,760	$ 8,581,210
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 603,280	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 203,255	001-3520-572.63-15	GR2204	INFRASTRUCTURE / FIND BV-CO-21-152	$ 0	$ 0	$ 203,255	$ 0
$ 310,475	001-3520-572.63-16	GR2205	INFRASTRUCTURE / FIND BV-CO-21-151	$ 0	$ 0	$ 310,475	$ 0
$ 89,550	001-3520-572.63-16	GR2205	INFRASTRUCTURE / FIND BV-CO-21-151	$ 0	$ 0	$ 89,550	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 603,280	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF 22-032-A is requesting to receive FIND grant revenue for Phase 2 of both Dredging and Boat Ramp construction and expensing these costs to the infrastructure accounts for completion of the project. FIND Phase 1 was for the design and permitting while Phase 2 is for the construction. The $89,550 portion is the additional Grant Revenue the City is requesting from FIND due to construction costs for the Boat Ramp coming in much higher than expected. If FIND approves the additional Grant Rev, the Grant money will reimburse GF Fund Balance. Agenda 21-701. (CRA Agenda 22-1 for the match)

Council/Board APPROVAL REQUIRED? ***YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 01/11/22 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/10/21	Frank Mirabito Digitally signed by Frank Mirabito Date: 2021.12.10 08:26:03 -05'00'	12/10/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.12.10 10:46:19 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2021.12.10 09:38:23 -05'00'	12/29/21	Lora Howell Digitally signed by Lora Howell Date: 2021.12.29 13:23:52 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Public Works	**DIVISION:** 3580-Capital Projects
POINT OF CONTACT: Frank Mirabito	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: FIND - Boat Ramps Restoration - Phase IIA Construction	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** FIND
AMOUNT REQUESTED: $ 89,550	**GRANT DUE DATE:** 03/28/2022

PROJECT DESCRIPTION:

Additional funding to reconstruct approximately 383 square yards of the boat ramps (4) and finger piers (3). Regrade the approach to the boat ramps for better entry and exit angles for the boater and their trailers.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 89,550	**TARGET DATE TO COUNCIL:** 01/11/2022
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Upon Completion

WHAT ARE THE REPORTING REQUIREMENTS?

Quarterly Reports

FUTURE REQUIREMENTS TO CONSIDER:

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

City of Cocoa Budget Adjustment Form FY 2022 - 22-032-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW-3520 | DATE PREPARED: 12/09/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 203,255	001-0000-337.30-19	GR2204	FIND BV-CO-21-152 DRG PII	$ 0	$ 0	$ 203,255	$ 0
$ 310,475	001-0000-337.30-20	GR2205	FIND BV-CO-21-151 BT PII	$ 0	$ 0	$ 310,475	$ 0
$ 89,550	001-0000-389.99-50	GR2205	BALANCE FORWARD / FUND BAL-APPR(	$ 160,066	$ 8,581,210	$ 8,670,760	$ 8,581,210
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 603,280	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 203,255	001-3520-572.63-15	GR2204	INFRASTRUCTURE / FIND BV-CO-21-152	$ 0	$ 0	$ 203,255	$ 0
$ 310,475	001-3520-572.63-16	GR2205	INFRASTRUCTURE / FIND BV-CO-21-151	$ 0	$ 0	$ 310,475	$ 0
$ 89,550	001-3520-572.63-16	GR2205	INFRASTRUCTURE / FIND BV-CO-21-151	$ 0	$ 0	$ 89,550	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 603,280	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF 22-032-A is requesting to receive FIND grant revenue for Phase 2 of both Dredging and Boat Ramp construction and expensing these costs to the infrastructure accounts for completion of the project. FIND Phase 1 was for the design and permitting while Phase 2 is for the construction. The $89,550 portion is half of the additional cost for the Boat Ramp which came in much higher than expected. Originally the City was going to seek additional Grant Funding from FIND in the next cycle, however this would delay construction. Staff will be going to the Cocoa CRA Board in February, for the additional $89,550 to reimburse General Fund Reserves Fund Balance. Agenda 21-701. (CRA Agenda 22-1 for the match, and will be going again in February for the additional funds that the GF is covering with this BAF, to get the project started and will replenish GF Fund Balance this $89,550)

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 01/11/22 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/10/21	Frank Mirabito — Digitally signed by Frank Mirabito Date: 2021.12.10 08:26:03 -05'00'	12/10/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.12.10 10:46:19 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith — Digitally signed by Bryant Smith Date: 2021.12.10 09:38:23 -05'00'	12/29/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.12.29 13:23:52 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10388777&GUID=21878B59-0E1F-4DBA-A309-AFC1B218B5F8* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	22-24	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	12/23/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Approve the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI) in the amount of $125,976.82 to rehabilitate the building located at 1138 Peachtree St, Cocoa, FL 32922 for Space Coast Recovery, Inc. CHI will be the Sponsor of the project during rehabilitation, ownership will transfer to Space Coast Recovery, Inc. upon project completion. Council authorizes the City Manager to sign all related documents upon project completion.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CHDO as a Sponsor Agreement for 1138 Peachtree St.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2021
Agenda Date: January 11, 2022
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Approve the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI) in the amount of $125,976.82 to rehabilitate the building located at 1138 Peachtree St, Cocoa, FL 32922 for Space Coast Recovery, Inc. CHI will be the Sponsor of the project during rehabilitation, ownership will transfer to Space Coast Recovery, Inc. upon project completion. Council authorizes the City Manager to sign all related documents upon project completion.

BACKGROUND:

The City of Cocoa will provide HOME funding in the amount of $125,976.82 to Community Housing Initiative, Inc.(CHI), as a Community Housing Development Organization (CHDO). CHI's role during the project at 1138 Peachtree St. will be as the Sponsor for Space Coast Recovery, Inc. The City of Cocoa is utilizing HOME funds as part of the HOME CHDO set aside of 15%, from fiscal year 21-22 combined with carry forward from prior fiscal years. HOME funds will be to rehabilitate the property at 1138 Peachtree St. to a five (5) bedroom, three (3) bathroom home to benefit low-and very low-income persons. Upon completion of the project, the HOME-assisted rental units will total five (5) single-room occupancy (SRO) with common areas.

The housing assisted under this Agreement is rental housing. The HOME-assisted units must be occupied by income eligible individuals within six (6) months following the date of project completion.

Space Coast Recovery, Inc. will have individuals which have successfully completed their programs prior to occupancy. Space Coast Recovery will provide supportive services to occupants. City of Cocoa Housing Department Staff will conduct yearly monitoring during the affordability period for (15) fifteen years as described in 24 CFR § 92.252.

Based on the HOME Disbursement Agreement for Fiscal Year 2021-2022, the project is funded as follows;

HOME CHDO 15% Set Aside	
Carry Forward prior years	$113,742.38
FY 2021-2022 Allocation	$ 12,234.44
Total Contract Amount	**$125,976.82**

Attached for your approval is the Agreement between the City of Cocoa and Community Housing Initiative, Inc. in the amount of $125,976.82.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting this project will raise the quality of life for the City of Cocoa residents, especially those underserved and disadvantaged, by providing rental affordable housing.

BUDGETARY IMPACT:

Budgeted item in fiscal year 2022 HOME Account 104-3240-554.83-22 Other Grants and Aids.

Amount Requested $125,976.82
Account Number 104-3240-554.83-22
Account Name Other Grants and Aids
Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI) in the amount of $125,976.82 to rehabilitate the building located at 1138 Peachtree St, Cocoa, FL 32922 for Space Coast Recovery, Inc. CHI will be the Sponsor of the project during rehabilitation, ownership will transfer to Space Coast Recovery, Inc. upon project completion. Council authorizes the City Manager to sign all related documents upon project completion.

FUNDING AGREEMENT FOR
CHDO AS A SPONSOR OF RENTAL HOUSING
1138 Peachtree St, Cocoa, Fl 32922
(HOME Investment Partnership Program)

This Funding Agreement for CHDO as a sponsor of Rental Housing (this "Agreement"), is entered this _____ day of **January, 2022** by and between the **CITY of Cocoa, Florida, a municipal corporation (herein referred to as the "CITY")** whose address is 65 Stone Street, Cocoa, FL 32922 and **Community Housing Initiative, Inc., (herein referred to as SPONSOR/OWNER, during project development)** a private non-profit organization, whose principal place of business address is 3033 College Wood Drive, Melbourne, FL 32934 and mailing address is P.O. Box 410522, Melbourne, FL 32941-0522.

WITNESSETH

WHEREAS, Brevard County ("the County") has entered into an agreement with the CITY authorizing and directing the CITY to utilize Brevard County HOME Investment Partnership Program **(HOME)** funds for eligible activities and projects; and

WHEREAS, the CITY included the objective to funds activities that provided for decent housing, focused primarily on the affordability of the units in the adopted HOME Consortium Consolidated Plan; and

WHEREAS, the HOME program provides a minimum of fifteen (15%) percent of the allocation to be set aside annually for use by eligible Community Housing Development Organizations for the development of affordable housing; and

WHEREAS, the CITY has the authority to enter into a binding agreement for the expenditure of all or a portion of the CITY's share of the HOME funds; and

WHEREAS, the CITY appropriated a portion of its HOME funds for the implementation of a CHDO project through an eligible owner, developer or sponsor and in accordance with HOME laws, rules, regulations, policies and procedures; and

WHEREAS, SPONSOR/OWNER applied to the CITY requesting **HOME funds for rehabilitation of a five (5) bedroom, three (3) bathroom home to benefit low- and very low-income persons and was awarded HOME CHDO funds by the Cocoa CITY Council on 11 January 2022 for rehabilitation of a single-family home located at 1138 Peachtree St, Cocoa, Florida 32922**; and

WHEREAS, the Sponsor is eligible as a CHDO under the HOME regulations set forth in 24 CFR Part 92; and

WHEREAS, the SPONSOR is the OWNER of the property and **upon completion of the rehabilitation of the project, the SPONSOR will transfer ownership of the Property to Space Coast Recovery, Inc.** who shall maintain and operate the Project for the duration of the Affordability Period in accordance with this Agreement; and

WHEREAS, the SPONSOR/OWNER states that it possesses the experience and ability to conduct and perform the Project and agrees to use such experience, skill and ability in its execution and completion of this Agreement; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement and are incorporated herein by reference; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties as follows:

Section 1. RECITALS; EXHIBITS; DEFINITIONS

1.1 Recitals. Each and all of the foregoing recitals are hereby declared to be true and correct and are incorporated herein.

1.2 Exhibits: Attachments. The following documents are attached and referred to in this

Agreement and are by this reference incorporated herein:

Exhibits	**Description**
"A"	Legal Description of the Property
Group "B"	Description of the Project
	Statement of Work
	Project Timeline
	Rehabilitation and Expenditure Schedule

Attachments*	**Description**
Group "1"	HOME Loan Forms:
	Real Estate Mortgage Security Agreement
	Mortgage Note
	Land Use Restriction Agreement
Group "2"	HOME Certification Forms:
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	Employee Certification
Group "3"	HOME Reporting Forms:
	Rent & Occupancy Report
	Monthly Report – Quarterly Status Report
Group "4"	HOME Other Forms:
	HOME Request for Payment
	Contractor's Payment Request
5	Declaration of Restrictive Covenants

*The forms of the Attachments are subject to change from time to time in the sole discretion of the CITY in order to comply with the requirements of HOME.

1.3 Definitions. In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

A. *"Affordability Period"* means a period of time dictated by the amount of the HOME funds committed to each HOME-assisted unit and the type of housing activity funded. For the subject Project, a single rental housing unit assisted with HOME funds in excess of $40,000, the Affordability Period shall be fifteen years (15) years, as set forth in 24 CFR § 92.252.
B. "*CFR*" means the United States Code of Federal Regulations.
C. *"CHDO"* means Community Housing Development Organization, as defined by the U.S. Department of Housing and Urban Development in 24 CFR Part 92.
D. "*CITY*" means CITY of Cocoa, Florida
E. "*CONSORTIUM*" means Brevard County HOME Consortium
F. "*COUNTY*" means Brevard County Board of County Commissioners
G. "*High HOME Rent"* is the maximum monthly lease rate OWNER may charge to low income households, specified by the unit size. The High HOME Rent limit is established and published annually by HUD. Monthly lease rates may be increased or decreased, with the CITY's approval, at the time of lease renewal based on HUD's annual adjustments to the High HOME Rent Limit.
H. "*HOME*" means HOME Investment Partnership Program.
I. "*HUD*" means the United States Department of Housing and Urban Development.
J. *"Low income"* means household income not exceeding 80% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.
K. *"Low HOME Rent"* is the maximum monthly lease rate OWNER may charge to very low-income households, specified by the unit size. The Low HOME Rent limit is established and published annually by HUD. Monthly lease rates may be increased or decreased, with the CITYs approval, at the time of

lease renewal based on HUD's annual adjustments to the Low HOME Rent Limit.

L. *"LURA"* means Land Use Restriction Agreement, a legal document to be prepared by the CITY and recorded by the Clerk of Courts in the official records of Brevard County, which imposes deed restrictions in compliance with the HOME regulations at 24 CFR 92.252.

M. *"Note"* means mortgage Note, a legal instrument to be prepared by the CITY evidencing the loan between the SPONSOR/OWNER and the CITY secured by the Mortgage.

N. "*OMB*" means Office of Management and Budget.

O. "*OWNER"* means the fee simple owner of the Property, including all successors and assigns for the Affordability Period.

P. *"Project"* means the rehabilitation on the property of five (5) bedroom, three (3) bathroom home to benefit low- and very low-income persons.

Q. *"Property"* means certain real property as legally described in Exhibit A attached hereto.

R. *"Section 3"* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) that helps foster local economic development

S. "*Sponsor*" means Community Housing Initiative, Inc. during Project development and Space Coast Recovery, Inc. upon the completion of the Project.

T. "*Subject Project" or "Program"* means and refers to eligible activities and projects directed by the CITY under the Brevard HOME Investment Partnerships Program to achieve the objective to fund activities that pocus primarily on the affordability of the units in the adopted HOME Consortium Consolidated Plan.

U. *"U.S.C."* means the United States Code.

V. *"Very low income"* means household income not exceeding 50% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.

Section 2. Overview

2.1 CITY: The City of Cocoa's role is funder and HOME grant manager for the Project. The CITY will conduct progress and final inspections of the rehabilitation to ensure that work is done in accordance with the applicable codes, the rehabilitation contract, and the rehabilitation documents relative to the HOME funding during the rehabilitation phase (92.251(a)(2)(v)). The CITY will monitor the OWNER's compliance with HOME Program requirements for the duration of the fifteen (15) year "affordability period" and to assess the financial health, management capacity and long-term viability of the Project. Program requirements include inspections to ensure that the units are meeting local codes and HUD's Housing Quality Standards, which tenants meet income eligibility requirements, and that rents are within the applicable HOME maximum rent limits.

2.2 CHDO: Community Housing Initiative, Inc., a nonprofit affordable housing provider is the HOME sponsor of the Project. The Project will be subject to the fifteen (15) year "affordability period" of HOME restrictions and conditions including rent limits, tenant income limits, income certification, and inspections of the Property. Prior to the expenditure of any HOME funds, the SPONSOR shall execute HOME loan documents for recording, including a Real Estate Mortgage Security Agreement and Mortgage and Note as well as a LURA which will impose the affordability restrictions in accordance with 24 CFR 92.252.

2.3 The SPONSOR shall rehabilitate a home on the Property, defined herein as the Project as set forth in Section 3.2, subject to the terms and conditions of this Agreement and in accordance with HOME and the HOME regulations set forth in 24 CFR 92, as amended from time to time. The number of HOME-assisted units for the Project is one (1).

2.4 The CITY shall loan the SPONSOR/OWNER a portion of the funding required for completion of the Project, subject to the terms and conditions of this Agreement, and in accordance with HOME and the HOME regulations set forth in 24 CFR Part 92, as amended from time to time. The total amount of HOME funds awarded by the CITY and allocated to the Project is $125,976.82 (the "HOME Funds").

2.5 The SPONSOR represents and warrants the SPONSOR is the OWNER. Upon completion of the rehabilitation of the Project, the SPONSOR shall transfer the Property to Space Coast Recovery, Inc, subject to terms and conditions of this Agreement and in compliance with the HOME regulations at 24 CFR Part 92, including §92.300 and §92.504, and HOME. Concurrently with the transfer of the Property to

Space Coast Recovery, Inc., the SPONSOR agrees to accept as assignee, the assignment of all rights and obligations set forth in this Agreement as OWNER, which assignment shall be in a form deemed acceptable to the City Attorney.

2.6 The housing assisted under this Agreement is rental housing and is not homeownership housing. The SPONSOR/OWNER will provide for rental of the HOME-assisted unit to be eligible low-income and very low-income tenants.

2.7 The SPONSOR/OWNER shall, for the term of this Agreement, perform in the manner and to the full extent set forth in the Agreement and in compliance with the HOME regulations at 24 CFR Part 92. The SPONSOR/OWNER agrees to do all things necessary to undertake, manage, coordinate and complete the Project contemplated in the proposal for development of rental property described above, which Project is fully detailed in the CHDO's Application for HOME Funds dated January 19, 2021 and all supporting documents submitted thereafter including subsequent revisions, all of which are incorporated by reference into this Agreement.

2.8 Grant Administration. The parties understand and agree that Brevard County is the "lead entity" of the Brevard County HOME Consortium pursuant to 24 CFR Part 92 and that Brevard County has final responsibility and authority in the administration of HOME funds within the boundaries of Brevard County . This responsibility and authority extend to ensuring that HOME funds are expended in accordance with all program requirements and to determine the adequacy of performance under contracts. The parties to this Agreement shall cooperate with Brevard County and take appropriate action to correct performance and address concerns raised by Brevard County.

Section 3. USE OF HOME FUNDS [See 24 CFR §92.504(3)(i)]

3.1 Project and Property Description. The Project subject to this Agreement is located on real property described in the attached Exhibit "A" and commonly referred to as 1138 Peachtree Street, Cocoa, Florida 32922 (the "Property"). Property Appraiser Identification Number 24-36-32-01-G-13. The Project is described in the attached Group Exhibit "B," which description includes the scope of work and tasks to be performed by the SPONSOR. The SPONSOR shall complete rehabilitation of the Project in accordance with the timeline set forth in the attached Group Exhibit "B." The Project timeline may be modified for good cause in the sole discretion of the CITY, which modification shall be evidenced by the written consent of the CITY's Housing Manager.

3.2 Loan of HOME Funds. Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the CITY agrees to loan the SPONSOR the HOME Funds in the amount of $125,976.82 towards the purchase of the materials and services for the rehabilitation of the Project. The loan of these HOME Funds to SPONSOR/OWNER is for the purpose of constructing the Project as affordable housing for rental and shall be provided in the form of a deferred forgivable loan with 0 percent interest rate on the terms set forth in this Agreement. SPONSOR/OWNER shall execute a promissory note for the full amount of HOME Funds which shall be secured by a mortgage on the property. The note and mortgage provide that if the HOME-assisted unit on the Property is no longer used in accordance with this Agreement during the Affordability Period, then the HOME Funds must be refunded in full to the CITY. SPONSOR/OWNER shall execute a LURA, which sets for the various covenants ensuring the HOME-assisted unit of the Project is rented to an eligible person as affordable housing for the Affordability Period. SPONSOR/OWNER shall execute a declaration of covenants and restrictions on the Property for purposes of securing the transfer of the Property to Space Coast Recovery, Inc.

3.3 Project Funding. Sources of Funding for this Project are as follows:

Sources	Amounts
City of Cocoa HOME Funds FY 2021-2022	Hard Costs $114,626.82
City of Cocoa HOME Funds FY 2021-2022	Developer's Fee, 9% $11,350
Space Coast Recovery, Inc.	Hard Cost $90,000
Total	**$215,976.82**

Sources available to fund this Project will be used for costs described in the Project description and budget necessary to implement this Project. It is anticipated that the costs will be allocated as estimated into the following general categories.

Description of Cost Activity	City of Cocoa Costs	Space Coast Recovery, Inc. Costs
General Requirements Total		$ 6,968.00
Carpentry Total	$ 34,349.00	
Ceramic Tile Total	$ 165.00	$ 11,350.00
Concrete	$ 12,075.00	
Demolition & Disposal Total	$ 23,790.00	
Dry Wall Total	$ 19,775.00	
Electrical Total	$ 11,496.00	$ 3,219.00
Flooring		$ 5,864.25
HVAC Total	$ 12,976.82	$ 10,299.18
Painting Total		$ 12,999.92
Plumbing Total		$ 20,225.00
Addendum		$ 18,475.00
Contingency		$ 599.65
Developer's Fee, 9%	$ 11,350.00	
Totals	**$ 125,976.82**	**$ 90,000.00**
Project Totals	**$ 215,976.82**	

The SPONSOR acknowledges and agrees that it shall utilize and expend the funds for the Project as specified in the Project description set forth in Section 3.1. To the extent applicable, the SPONSOR/OWNER's financial management system and accounting procedures shall meet the requirements of 2 CFR 200.302 and 200.303. The SPONSOR understands and agrees that it shall be solely responsible for ensuring completion of rehabilitation within the budget set forth above and that any cost overrun will be the sole responsibility of the Sponsor.

3.4 The SPONSOR shall complete the Project and request payment of all HOME Funds no later than **September 30, 2022**. Failure to complete the Project and request payment of all HOME Funds awarded for the Project by the deadline established in the paragraph may result in loss of the HOME Funds not timely expended for the Project.

SECTION 4. AFFORDABILITY [SEE 24 CFR §92.504(3)(i)]

4.1 Upon completion of the rehabilitation of the single-family home, the OWNER will utilize the Property as a rental unit that will be used to provide affordable rental housing to very low- and low-income households qualifying for housing assistance.

4.2 As a rental for lease to low-and very-low income tenants, the Project accomplishes the objectives of the HOME Program to promote and facilitate the rehabilitation of a home to a rental unit, which unit is occupied by and affordable to households with income at or less than 80% of the AMI with priority given to households with incomes at or below 50% AMI. The Project will result in the long-term affordability of one (1) high quality, centrally located home for income-eligible households.

4.3 *Affordability Period.* The designated HOME-assisted unit of this Project will meet the affordability requirements as found in 24 CFR §92.252 (rental) and shall be subject to a fifteen (15) year Affordability Period.

4.4 *LURA.* As a condition of receiving the HOME Funds, during the Affordability Period, the Property shall be subject to limitations set forth in this Agreement, HOME and 24 CFR §92.252. The affordability requirements shall be imposed by deed restrictions, covenants running with the land use restrictions or other mechanisms approved by HUD, and the CITY shall have the right to require specific performance of such restrictions. The OWNER shall execute the LURA (Group Attachment "1"-HOME Loan Forms), which LURA shall be recorded in the public records of Brevard County, and the CITY shall have the right to require specific performance of the land use restriction agreement.

4.5 *Initial Occupancy.* The HOME-assisted housing must be occupied by income-eligible households throughout the Affordability Period. If the HOME-assisted housing is not occupied by eligible tenants within six months following the date of Project completion, the CITY will require OWNER to submit marketing information and, if appropriate, submit a marketing plan. The CITY will require the OWNER to repay the HOME Funds invested in the Project if the HOME-assisted housing is not rented to eligible tenants within 18 months after the date of Project completion.

4.6 *Income Targeting and Restrictions.* The HOME program has income targeting requirements for the HOME program and for HOME Projects. During the Affordability Period, the OWNER shall rent the Property to a new tenant whose household income occupancy does not exceed 80% of AMI or a renewed tenant. The OWNER must evaluate whether each family is income-eligible by determining the family's annual income. For families who are tenants in HOME-assisted housing and not receiving HOME tenant-based rental assistance, the initial determination of annual income shall be based on the method set forth in 24 CFR §92.203(a)(1)(i). As set forth in said section, for subsequent income determinations during the period of affordability, determination of annual income shall be based on the methods set forth in 24 CFR §92.252(h). Determinations shall be based on examination of at least two months of source documents evidencing annual income. The OWNER shall examine source documents like wage statements, interest statements, unemployment compensation statements evidencing annual income. The OWNER may also secure third party verifications of income. The OWNER shall determine the income of each tenant initially and re-examined annually for the term of the Affordability Period to ensure income-eligibility in accordance with HOME regulations.

4.7 *Rent Limitations.* Monthly tenant rent, including an allowance for utilities based on either (i) by using the HUD utility Schedule Model; or (ii) by otherwise determining the allowance based upon the specific utilities used at the Project, but in any event may not exceed the published HUD HOME Rent Limit specified for the respective size unit as follows:

Income Category	Maximum Rent Standard
Households< 50% of AMI	Low HOME Rent
Households< 50% and <80% of AMI	High HOME Rent

Tenants who no longer qualify must pay as rent the lesser of the amount of the payable by the tenant under State or local law or 30% of the family's adjusted income. The OWNER shall make every effort to maintain the Income Targeting requirements set forth herein for the duration of the Affordability Period, to end on **January 11, 2037**.

SECTION 5. PROJECT REQUIREMENTS. [SEE 24 CFR §92.504(3)(i)]

The Project shall comply with the Project requirements of 24 CFR Part 92 subpart F, as applicable.

5.1 *Subsidies.* The Project shall comply with the requirements of 24 CFR §92.252-Maximum per-unit subsidy amount, underwriting, and subsidy layering, and as established in Section 3.3 of this Agreement.

5.2 *Property Standards.* The Project shall comply with the requirements set forth in 24 CFR §92.252-Property standards, and as established in Section 6 of this Agreement.

5.3 *Affordable Housing.* The Project shall comply with the requirements of 24 CFR §92.253-Qualification as affordable housing: Rental housing, and as established in Section 2 of this Agreement.

5.4 *Tenant Protections.* The Project shall comply with the requirements of 24 CFR §92.253-Tenant Protections. The OWNER must adopt written tenant selection policies and criteria in accordance with 24 CFR §92.253(d). The OWNER and the tenant must have a written lease subject to the tenant protections set forth in 24 CFR 92.253. The lease shall require the tenant to cooperate with the CITY and shall provide for authorization to allow the CITY to inspect the Project, including the HOME-assisted unit on the Property, which cooperation and authorization shall be for the purposes of the CITY complying with the records and reporting requirements of the HOME program. The lease shall include provisions complying with the regulations related to the Violence Against Woman Act as set forth in 24 CFR 93.359.

5.5 *Faith Based Organizations.* The Project shall comply with the requirements of 24 CFR §92.257- Faith based organizations. The SPONSOR/OWNER is prohibited from using HOME Funds provided herein or personnel employed in relation to this Project for political activities and sectarian or religious activities. IF the SPONSOR/OWNER is, or may deemed to be, a religious or denominational institution or organization, it agrees that (i) SPONSOR/OWNER will not discriminate against any

employee or applicant for employment on the bases of religion and will not limit employment or give preference in employment to persons on the basis of religion; (ii) SPONSOR/OWNER will not discriminate against any person applying for housing on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and (iii) SPONSOR/OWNER will provide no religious introduction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other influence in the provision of shelter and other eligible activities.

SECTION 6. PROPERTY STANDARDS. [SEE 24 CFR §92.504(3)(iv)]

6.1 The Project shall meet the property standards set forth in 24 CFR 92.251(b). The Project shall meet all applicable State and local codes, ordinances, and zoning requirements, including but not limited to residential and building codes, which building codes mitigate the impact of potential hurricanes. The Project must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Title II and III of the American with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Upon completion, the Project will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703. The SPONSOR shall construct work in accordance with the applicable codes, the rehabilitation contract, and the construction documents. The rehabilitation contract(s) and construction documents describing the work shall be undertaken in adequate detail so that inspections can be conducted by the CITY. All construction contracts shall be subject to review and approval by the CITY for a determination of whether the written cost estimate for the rehabilitation work is reasonable.

6.2 *Ongoing Property Condition Standards:* rental Housing. For the duration of the Affordability Period, as the owner of the rental housing assisted with HOME Funds, the OWNER shall maintain the housing compliance with 24 CFR §92.251(f). The OWNER shall comply with State and local codes, ordinances and requirements relevant to the Property. The Owner shall maintain the Property as decent, safe and sanitary housing in good repair free of all health and safety defects and shall maintain the housing incompliance with *Section 8 Housing Quality Standards*. The OWNER shall immediately correct life-threatening deficiencies. The HOME-assisted housing shall comply with the lead-based paint requirements in 24 CFR part 35.

6.3 *Inspections.*

6.3.1 The SPONSOR/OWNER understands and agrees that prior to the completion of the Project, the CITY must perform on-site inspection of the HOME-assisted housing to determine that all contracted work has been completed and that the Project complies with the Property standards required by federal regulations and information system established by HUD, the SPONSOR/OWNER agrees that the CITY its employees and agents shall have unrestricted access to the Property.

6.3.2 The SPONSOR/OWNER understands and agrees that during the Affordability period, the CITY must perform onsite inspections of the HOME-assisted rental housing to determine compliance with the property standards required by federal regulations and to verify the information submitted by the OWNER regarding tenant eligibility. Accordingly, for the duration of the Affordability Period, the OWNER agrees that the CITY, its employees and agents shall have access to the Property and the Project upon seven (7) days' notice to the OWNER and as otherwise set forth in inspection procedures adopted by the CITY for HOME-assisted housing. Affordability period to end **January 11, 2037.**

SECTION 7. OTHER PROGRAM REQUIREMENTS [SEE 24 CFR §92.504(3)(v)]

7.1 The Project shall comply with the other program requirements of 24 CFR Part 92 subpart H, as applicable.

7.2 *Applicable Laws.* The SPONSOR/OWNER agrees to comply with all the HOME Program requirements, HUD regulations, 42 U.S.C. §§ 12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be incompliance therewith. The SPONSOR/OWNER also shall comply with all other applicable federal, state and local statues, ordinances, rules and regulations, including but not limited to all applicable provisions of the City's Codes of Ordinances.

7.3 Affirmative Marketing. The affirmative marketing responsibilities set forth in 24 CFR §92.351 are not applicable in that the Project contains less than five HOME-assisted housing units. The City has prescribed procedures acceptable to HUD to establish and oversee a minority outreach program.

By execution of this Agreement, the SPONSOR/OWNER acknowledges receipt of the City's minority outreach program.

7.4 *Federal Requirements.* The SPONSOR/OWNER shall carry out the Project in compliance with the federal requirements and nondiscrimination established in 24 *CFR* §92.350 including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnership Act and keep records of its compliance.

7.4.1 *Nondiscrimination and Equal Opportunity.* In carrying out this Agreement, the SPONSOR/OWNER shall comply with the requirements of 24 CFR §5.1059(a). Section 3 of the Housing and Urban Development Act of 1968 as amended by Section 915 of the Housing and Urban Development Act of 1992, requires that economic opportunities generated by HUD financial assistance for housing and community development programs be targeted toward low- and very low-income persons. In implementing this Project, all parties to this Agreement agree to comply with Section 3 requirements. This means that, to the greatest extent feasible, opportunities for training and employment arising from this Project will be provided to low-income persons residing in the program service area and contracts for all types of work to be performed in connection with this Project will be awarded to business concerns that are located in or owned by persons residing in the program service area. SPONSOR shall compose a written plan detailing measures the SPONSOR will take to comply with Section 3 requirements. In addition to the written Section 3 Plan, SPONSOR and its contractors and/or subcontractors and any eligible employees of Sponsor and its contractors and/or subcontractors, as applicable, will complete the Employee Certification (Group Attachment "2" -HOME Certification Forms) as evidence of eligibility as section 3 residents and/or business concerns.

7.4.2 *Disclosure Requirements/ Anti-lobbying.* SPONSOR/OWNER shall comply with the disclosure requirements of 31 U.S.C §1352 and implementing regulations at 2 CFR §200.450 and shall so certify to the CITY.

7.4.3 *Debarred, Suspended or Ineligible Contractors.* The SPONSOR/OWNER shall comply with the debarment and suspension requirements set forth by 24 CFR Part 5 and 24 CFR Part 2424.The SPONSOR/OWNER shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, '"Debarment and Suspension," which is made part of this Agreement by reference. In the event that the SPONSOR/OWNER enters into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. The SPONSOR/OWNER shall keep copies of the debarment and suspension certifications required of 2 CFR Parts 2424 and 91and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR §92.508(a)(7). By its signature to this Agreement, SPONSOR/OWNER certifies, to the best of its knowledge and belief, that it and its principals: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within a five-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property: (iii) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any offenses enumerated in subparagraph 11I of this Agreement; and (iv) have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default.

7.4.4 *Drug-free Workplace.* The SPONSOR/OWNER shall comply with the Drug Free Workplace Act of 1998 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. The SPONSOR/OWNER shall complete and comply with the *Certification Regarding Drug-Free Workplace Requirements.*

7.4.5 *Housing Counseling.* In carrying out this Agreement, the SPONSOR/OWNER shall comply with the counseling for rentals as set forth in 24 CFR §5.111.

7.4.6 *Faith Based Equal Protection.* In carrying out this Agreement, the SPONSOR/OWNER shall comply with the requirements of 24 CFR §5.109, and as set forth in Section 505 of this Agreement.

7.4.7 *Nondiscrimination Requirements of section 282.* In carrying out this Project, the SPONSOR/OWNER shall not exclude from participation in, be denied the benefits of, or be subjected to

discrimination any person on the grounds of the grounds of race, color, national origin, religion, or sex or on the basis of age protected under the Age Discrimination Act of 1975 or an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973.

7.4.8 *Employment of Unauthorized Workers.* SPONSOR/OWNER will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. CITY shall consider the employment by any contractor of unauthorized people a violation of Section 274A(e) of the INA. Such violation by SPONSOR/OWNER of the employment provisions contained in Section 274A(e) of the INA shall be groups for unilateral cancellation of this Agreement by the CITY.

7.5 *Displacement/Acquisition.* The SPONSOR/OWNER shall carry out the Project in compliance with the displacement, relocation, and acquisition requirements consistent with 24 CFR §92.353. The Project is construction of a new structure on a vacant lot is not occupied. The Project does not displace or relocate existing tenants. The SPONSOR/OWNER represents that it is the current owner of the Property.

7.6 *Labor.* The SPONSOR shall comply with the labor requirements in 24 CFR §92.354 in construction of the Project. The parties agree that the Project involves less than 12 units and, accordingly, the applicability of such labor requirements is limited.

7.7 *Conflict of Interest.* The SPONSOR/OWNER shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f) and as set forth below.

7.7.1 No SPONSOR/OWNER (nor its officer, employee, agent elected or appointed official, or consultant of the SPONSOR/OWNER or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the SPONSOR/OWNER) whether private, for-profit or nonprofit may occupy any of the units developed under this Agreement during the Affordability Period.

7.7.2 No person who is an employee, agent, consultant, officer or elected official or appointed official of the CITY who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from HOME -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

7.7.3 The SPONSOR/OWNER must comply with all applicable ethics requirements, including but not limited to, chapter 112, Florida Statues.

7.7.4 In the procurement of labor, supplies, equipment, construction and services by the SPONSOR/OWNER or by any contractor or subcontractor of the SPONSOR/OWNER, the conflict of interest provision in 24 CFR 84.42.85.36, and 92.356, as may be amended from time to time , shall be adhered to as applicable.

7.8 *VAWA.* The Violence Against Women Act (the "VAWA") prohibits the eviction of, and removal of assistance from, certain persons living in public housing if the assisted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United State Housing Act of 1937 as amended by VAWA (42. U.S.C. 13925). The SPONSOR/OWNER shall comply with the VAWA requirements adopted by the CITY pursuant to 24 CFR §92.359, as amended from time to time.

SECTION 8. RECORDS AND REPORTS. [24 CFR §92.504(3)(vi)]

8.1 *Cooperation.* The SPONSOR/OWNER understands and agrees that the CITY is subject to certain recordkeeping and reporting requirements as set forth in federal law and agrees to cooperate with the CITY toward compliance with such requirements.

8.2.1 The SPONSOR/OWNER shall maintain records sufficient to meet the requirements of 24 CFR 92.508(a)(3). All records and reports required herein shall be retained and made accessible to the CITY as provided in 24 CFR 92.508(c) and (d). All original records pertinent to this Agreement shall be retained by the SPONSOR/OWNER for five (5) years following the date of termination of this Agreement

or of submission of the final close-out report, whichever is later, with the following exceptions: if any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the three (3) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

8.2.2 The SPONSOR shall maintain all necessary financial records pertaining to the expenditure of the HOME funds (e.g. invoices and supporting documentation), which records shall include, but not limited to, those records which meet the financial management system requirements of 24 CFR Part 92 reports required. Records shall be maintained for a period of five (5) years after rehabilitation completion and close out, which close out cannot occur until initial occupancy of the HOME-assisted until is complete.

8.2.3 Upon completion of the Project, the OWNER shall submit to the CITY a Property Management Handbook that includes, but is not limited to, the following items: Tenant Selection Policies and Procedures; Application for Residency Form; Resident Income Certification Form; Lease Agreement; HOME Lease Addendum; HOME Rent Limits; HOME Income Limits; and Utility Allowance Schedule.

8.2.4 The OWNER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner as set forth in 24 CFR §92.252.

8.2.5 The OWNER shall also maintain a Project file which shall at a minimum, include a copy of this Agreement, copies of the Land Use Restriction Agreement, a copy of the recorded Mortgage Security Agreement, and a copy of the Note. The Project file shall also include copies of all correspondence related to the Project, and documentation of compliance with applicable regulations and requirements, including, but not limited to, written tenant selection policies and criteria in accordance with 24 CFR 32.253(d) (1-4). The OWNER shall also maintain detailed records of all income and expenses related to the operation and maintenance of the Property and shall establish and fund a Reserve for Replacement account for capital repairs and replacements and extraordinary unforeseen needs. Except in the event of an emergency in order to ensure the health, safety and well-being of a tenant, disbursements from the Reserve for Replacement account shall not be made without approval of the Housing Program Manager or other official designated by the City Manager.

8.3 *Reports; Certifications.*

8.3.1 All reports and certifications shall be submitted in a timely manner.

8.3.2 Throughout the construction period until occupancy of the unit, OWNER shall provide Quarterly Status Reports (Group Attachment "3" -HOME Reporting Forms) to the CITY within 10 calendar days following the end of every month. Each quarterly report shall be signed and certified as true, correct and complete, as of the date thereof, by the Vice President or Project Manager of the SPONSOR and shall constitute a representation and warranty by the SPONSOR to the CITY as to the covenants thereof. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. All records including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and the applicable federal laws and regulations. The failure to submit *Quarterly Status Report* (Group Attachment "3"- HOME Reporting Forms) is grounds either for the CITY to withhold further payments to the SPONSOR OR terminate this Agreement. The SPONSOR shall provide the CITY with all additional Project information as may be requested by the CITY from time to time, in form and content acceptable to the CITY.

8.3.3 Concurrent with the request for payment of HOME Funds and annually upon each anniversary of Project completion, the OWNER shall submit to the CITY a report of *Rent & Occupancy Report* (Group Attachment "3"- HOME Reporting Forms), which report provides information including tenant name and household size, tenant income status, amount of rent charged, and other related data as requested by the CITY.

8.3.4 Annually, the OWNER shall certify to the CITY that the HOME-assisted unit in the Project on the Property are suitable for occupancy, considering State and local health, safety and other applicable codes, ordinances and requirements, and the ongoing property standards established by the CITY to meet the requirements of 24 CFR §92.251.

8.3.5 Annually, the OWNER shall provide the CITY with information on rents and occupancy of HOME-assisted units to demonstrate compliance with 24 CFR §92.252. Upon the request of the CITY,

the OWNER shall submit reporting requirements (including copies of financial statements) sufficient for the CITY to determine the financial condition and continued financial viability of the rental Project.

8.3.6 SPONSOR shall send to CITY the completed *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* (Group Attachment "2" – HOME Certification Forms) for each intended contractor and subcontractor which SPONSOR plans to fund under this Agreement. Such form must be received by CITY before SPONSOR enters into a contract with any subcontractor.

8.4 *Monitoring.* The SPONSOR/OWNER shall do all things necessary to assist the CITY in carrying out its Project oversight and monitoring responsibilities to ensure compliance with the HOME regulations at 24 CFR Part 92. Further, the SPONSOR/OWNER shall constantly monitor its performance under this Agreement to ensure that the Project schedule and timelines are being met, rehabilitation is completed within the specified time period, and other performance objectives are achieved. The OWNER shall be required to maintain file records on each tenant that includes, but are not limited to, a copy of the lease, all income eligibility documentation, rents and utility allowance calculations. Records shall be maintained for the most recent five (5) year period, until five (5) years after the Affordability Period terminates.

SECTION 9. PUBLIC RECORD

9.1 The SPONSOR/OWNER understands and agreed that CITY is a public entity subject to the Florida Public Records Law set forth in Chapter 119 of Florida Statues and, as such, SPONSOR/OWNER agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.

9.2 A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and SPONSOR/OWNER shall not release a public record in response to a request arising from anyone other than the CITY.

9.3 Pursuant to Chapter 119, Florida Statutes, SPONSOR/OWNER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SPONSOR/OWNER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the SPONSOR/OWNER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SPONSOR/OWNER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. Upon request by the City, the SPONSOR/OWNER shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the SPONSOR/OWNER be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by SPONSOR/OWNER to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SPONSOR/OWNER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SPONSOR/OWNER's failure to comply with this Section, the City shall collect from SPONSOR/OWNER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SPONSOR/OWNER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SPONSOR/OWNER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

SECTION 10. ENFORCEMENT. [24 CFR §92.504(3)(vii)]

10.1 *Default.* The following shall constitute an event of default ("Event of Default" or "Default") by the SPONSOR/OWNER under this Agreement:

(a) Failure to comply with any HOME program regulations, including, but not limited to , 42 U.S.C. §§12701-12839 or 24 CFR Part 92;
(b) Failure to comply with any of the terms contained in this Agreement or uses the fund other than as authorized by this Agreement or any other documents executed in connection with this Project;
(c) Failure to timely comply with audit requirements;
(d) Failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement;
(e) Failure to rehabilitate the Project as required by this Agreement;
(f) Failure to rent any HOME-assisted units to eligible persons as affordable housing as required by this Agreement;
(g) Failure to meet the affordability requirements during the Affordability Period;
(h) Failure to use HOME Funds for activities or uses that are not HOME-eligible costs;
(i) Failure of SPONSOR to maintain CHDO status, as applicable;
(j) Determination by the CITY that SPONSOR/OWNER is in default under any other HOME or SHIP agreements it has with the CITY relating to this Project or another unrelated project or is in default under the terms of the other financing or mortgage used for the Property or any other projects and said default extends beyond the applicable cure period provided in said documents;
(k) if at any time any material representation or omission made by SPONSOR/OWNER in any written certification or communication submitted by SPONSOR/OWNER to the CITY in an effort to induce the making of this loan or the administration thereof is determined by the CITY to be false, misleading, or incorrect in any material or manner;
(l) if SPONSOR/OWNER does not disclose to the CITY, upon demand, the names of all persons with whom SPONSOR/OWNER has contracted or intends to contract with for the rehabilitation or management of any portion of the Property, including contacts for services and/or labor;
(o) if any other default or breach of any term shall occur under the Note, Mortgage, Declaration of Restrictive Covenant or any other Loan Documents executed in connection with this loan by the CITY.

Notwithstanding any of the foregoing provisions to the contrary, if SPONSOR/OWNER has failed to cure any default prior to the expiration of any stated applicable cure period, the CITY may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

10.2 *No waiver.* Failure of the City to declare a default shall not constitute a waiver of any rights by the CITY. Furthermore, the waiver of any default by the CITY shall on no event be construed as a waiver of rights with respect to any other default, past or present.

10.3 *Remedies.* Upon the occurrence of any Event of Default or any other breach of this Agreement, the CITY shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undisbursed funds, accelerating the loan to maturity, demanding payment for all amounts disbursed to SPONSOR, and/or exercising all rights and remedies available to it under the terms if this Agreement, or other Loan Documents, statutory law, equity or under common law. Additional examples of actions the CITY may take include, but not limited to:

(a) direct SPONSOR/OWNER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, time tables and milestones necessary to implement the affected activities;
(b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;
(c) cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
(d) reprogram HOME funds that have not yet been expended from activities to offer eligible activities or withhold HOME funds;
(e) direct SPONSOR/OWNER to reimburse the CITY for any amounts not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;
(f) suspend disbursement of HOME funds;
(g) accelerate the loan to maturity, whereupon the outstanding principal and balance of the loan shall become immediately due and payable;

(h) debarment or suspension; limited further funding opportunities; or

(i) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgement, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies.

The SPONSOR/OWNER will exhaust all administrative remedies to the extent permitted by law, prior to the SPONSOR/OWNER pursuing any relief from the City.

SECTION 11. REQUEST FOR DISBURSEMENT OF FUNDS [24 CFR §92.504(3)(viii)]

11.1 The SPONSOR shall not request disbursement of the HOME Funds under this Agreement until the HOME Funds are needed for payment of eligible costs described in the Project budget set forth in Section 3 of this Agreement. The CITY will reimburse the SPONSOR only for approved budgeted costs. In no event shall the CITY provide advance funding for work to be performed on this Project. The SPONSOR may submit payment requests that include four (4) partial payments and one (1) final request for reimbursement for a total of 5 payment requests for the duration of this rehabilitation project. Each request for disbursement of the HOME Funds by the SPONSOR shall be limited to the amount needed.

11.2 Each request must be made on the HOME *Request for Payment* and *Contractor Payment Request* (Group Attachment "4" – HOME Other Forms) provided by the CITY and shall be accompanied by a statement of work completed during the period under consideration. The completed *HOME Request for Payment* must be signed by the SPONSOR's authorized representative. The SPONSOR shall provide the CITY with copies of any contracts, invoices, sales receipts, payrolls, listings of cost, or other such statements, invoices and checks reasonably proving the work performed and costs incurred by the SPONSOR are in accordance with the approved Work Write Up. The CITY may require from time to time, reasonable proof from the SPONSOR that all expenses and costs attributed to the Project are being paid on a timely basis. Upon completion of the rehabilitation, the SPONSOR shall provide the CITY with releases of lien from contractors, subcontractors and material men who performed work of furnished materials on this Project. The CITY may from time-to-time request from the SPONSOR partial releases of lien. The City shall verify the work submitted on the payment request within five (5) working days of receipt of the request and payment shall be made to SPONSOR within fifteen (15) working days of the SPONSOR's property submitted request for payment.

11.3 Five percent (5%) of the value of completed rehabilitation work billed shall be withheld by the CITY from each payment to the SPONSOR. All SPONSOR requests for payments shall be subject to verification of actual costs by the CITY's Housing Program Manager, and Community Services Director. No more than 90% of the amount due the SPONSOR for rehabilitation work can be drawn down prior to the SPONSOR's receipt of a *Final Inspection* from the CITY's Building Department, and the approval of the completed Project and receipt of the OWNERS *Property Management Handbook* by the CITY's Housing and Neighborhood Services Division.

11.4 Following the final inspection and approval by the CITY's Housing and Neighborhood Services Division of the completed rehabilitation Project, the SPONSOR may request the balance due for rehabilitation less the retainage withheld under this Agreement.

SECTION 12. DURATION OF AGREEMENT. [24 CFR §92.504(3)(ix)]

Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the party to sign this Agreement (the "Effective Date") and shall remain in effect through the Affordability Period, which ends **January 11, 2037.** Notwithstanding any of the foregoing, all recordkeeping requirements, audit and use and maintenance requirements mandated by HOME regulations shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein.

SECTION 13. CHDO PROVISIONS. [24 CFR §92.504(3)(x)]

13.1 The SPONSOR is a CHDO and is using set-aside funds under 24 CFR §92.300; the provisions set forth in 24 CFR §92.300, §92.301 and §92.302 apply.

13.2 During the term of this Agreement, the SPONSOR/OWNER shall not retain proceeds from the sale of the Property and sale proceeds shall be used for HOME-eligible or other housing activities to benefit low-income families, subject to the approval of the CITY.

13.3 The HOME Funds are recapture funds; the requirements of 24 CFR §92.503 apply.

SECTION 14. FEES. [24 CFR §92.504(3)(xi)]

The Project provides HOME-assisted rental housing and is not a homeownership project; the OWNER is prohibited from charging tenants with fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. The OWNER may charge tenants with the following fees: (i) reasonable application fees to prospective tenants (ii) parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; (iii) fees for services such as bus transportation or meals, so long as such services are voluntary.

SECTION 15. CHDO TRANSFER TO QUALIFIED NONPROFIT. [24 CFR §92.300(a)(5)]

Pursuant to 24 CFR 92.300(a)(5), HOME-assisted rental housing is "sponsored" by a CHDO if the CHDO "developed" the rental housing project that it agrees to convey to an identified private nonprofit organization at a predetermined time after completion of the developed project. Space Coast Recovery, Inc. qualifies as an eligible nonprofit to own the Property subject to the terms and conditions of this Agreement. Within (3) months of completion of the rehabilitation Project, the SPONSOR shall transfer ownership of the Property to Space Coast Recovery, Inc., a Florida nonprofit corporation, subject to the CITY's approval of the grantee corporation's Bylaws and compliances with this Agreement as the new owner. At the time of such transfer, all SPONSOR rights, responsibilities and obligations as defined in the Agreement and related contractual documents shall vest in and become the duty of Space Coast Recovery, Inc., and any and all costs for recordation of legal documents deemed necessary by the CITY to effectuate the transfer shall be agreed to and executed by Space Coast Recovery, Inc., as the new owner of the Property. By consent and joinder to this Agreement, Space Coast Recovery, Inc., agrees to the terms and conditions of this Agreement.

SECTION 16. REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS OF SPONSOR.

By its signature to this Agreement, SPONSOR makes the representations, warranties and certifications set forth below.

16.1 *Corporate Representations.* SPONSOR hereby represents and warrants to the CITY that (a) SPONSOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement; and (b) the undersigned signatory for Sponsor has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by SPONSOR has been duly authorized by the board of directors and/or president of SPONSOR.

16.2 *Subsidy Layering Certification.* The SPONSOR represents and warrants that all sources of funding have been disclosed and are set forth in this Agreement and that all public source of funding, including HOME funding specified, will be used in the development of this Project. The SPONSOR agrees to immediately notify the CITY of any public source of funding the SPONSOR obtains for the Project that is not contemplated and reflected in this Agreement. The SPONSOR also agreed that any level of public subsidy in excess of the amount specified in this Agreement will trigger a reduction in initial rents or extension of the Affordability Period.

16.3 *CHDO.* The SPONSOR represents and warrants to the CITY that it meets the definition of a Community Housing Development Organization (CHDO) set forth in 24 CFR §92.2.

SECTION 17. SUSPENSION OR TERMINATION

The SPONSOR and CITY may terminate this Agreement for convenience any time prior to the disbursement of CITY funds provided that the party wishing to terminate the Agreement provides written notice to the other party at least fifteen (15) days prior to the termination date.

If the SPONSOR fails to complete the rehabilitation of the unit(s) contemplated in the Application and this Agreement for HOME funds, the CITY shall require the SPONSOR to repay all funds disbursed by the

CITY for the Project under this Agreement and terminate the Agreement. Provided the CITY is repaid disbursed funds, termination under this circumstance would entitle the SPONSOR to a *Satisfaction of Mortgage* and render the LURA void. The CITY shall provide written notice of such termination to the SPONSOR at least 30 days prior to the termination date.

Payments to the SPONSOR may be suspended if the SPONSOR fails to perform as required under this Agreement after being so notified by the City and accorded a period of fifteen (15) days to cure the cited performance failure . Once the SPONSOR takes the actions precedent to the resumption of payments, the CITY will proceed with releasing payments affected by the suspension.

The CITY may also suspend or terminate this Agreement, in whole or in part, if the SPONSOR materially fails to comply with any term of this Agreement, the Mortgage, the Note and/or the LURA, or with any of the rules, regulations, or provisions referred to therein, or any and all other remedies as provided by law. If through any cause the SPONSOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Mortgage, the Note and/or the LURA, or if it violates any of the covenants, agreements, or stipulations therein, the CITY shall thereupon have the right to terminate this Agreement or suspend payment in which or part by giving written notice to the SPONSOR of such termination this Agreement or suspend payment in whole or part by giving written notice to the SPONSOR of such termination or suspension of payment and specify the effective date thereof, at least five (5) working days before the effective date of termination or suspension.

SECTION 18. INDEMNITY, INSURANCE AND SAFETY

18.1 *Indemnification.* CONTRACTOR shall indemnify and hold harmless the SPONSOR/OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged. The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

18.2 *Public Records.* It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not

be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

18.3 *Venue. MEDIATION/VENUE* - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

GOVERNING LAW & VENUE - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

18.4 *Insurance Requirements.* (ONLY IF CONTRACTOR MUST APPEAR PHYSICALLY ON OWNER PROPERTY)

1. **COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:**

   It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:**

   It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be

submitted before work is begun.

3. **AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

6. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

7. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction

industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

18.5 *Safety.* The SPONSOR/OWNER shall be responsible for initiating, maintaining and supervising all safety precautions on connection with the performance of obligations under this Agreement. The SPONSOR/OWNER shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to tenants or workers in their employ and to the property, materials and equipment related to this Project.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 *Entire Agreement; Amendment.* This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the CITY and the SPONSOR/OWNER. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, project schedules, statement of work and progress or on-going compliance reporting may be modified in the sole discretion of the CITY, subject to the approval by the City's City Manager, without the necessity of the City Council approval.

19.2 *Notice.* All notices required to be given under this Agreement shall be sufficient and be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the **CITY**

Ibis Berardi, Housing Program Manager
City of Cocoa
65 Stone Street, Cocoa, FL 32922
Telephone: (321) 433-8520
Email: iberardi@cocoafl.org

If to the **SPONSOR/OWNER**

Nicole Tenpenny, Executive Director
Community Housing Initiative, Inc.
PO Box 410522, Melbourne, FL 32941-0522
Telephone: (321) 253-0053
Email: nicole@chibrevard.org

Notices sent as provided in the section shall be deemed received three business days after mailing.

19.3 *Severability.* If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

19.4 *Independent Contractor.* Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. In providing services as the eligible SPONSOR/OWNER of the Subject Program pursuant to this Agreement, SPONSOR/OWNER is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, SPONSOR/OWNER will be solely responsible for determining the means and methods for providing services. SPONSOR/OWNER shall have complete charge and responsibility for personnel employed by SPONSOR/OWNER. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement benefits, life and/or medical insurance and Worker's Compensation Insurance, as the SPONSOR/OWNER is an independent contractor.

19.5 *Disputes.* In case of dispute arising under this Agreement between the parties, the decision of the CITY of Cocoa shall be final and binding of both parties.

19.6 *Assignment.* SPONSOR/OWNER may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should SPONSOR/OWNER attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the SPONSOR/OWNER and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any other OWNER OR SPONSOR.

19.7 *No Third-party Beneficiaries.* This Agreement is for the sole benefit of the CITY and the SPONSOR/OWNER and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19.8 *Applicable Law.* This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County Florida.

19.9 *Survival.* All recordkeeping, retention and public records requirement of this Agreement shall survive any termination or expiration of this Agreement.

19.10 *Counterparts of the Agreement.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one and the same instrument.

19.11 *Grantor Recognition.* The SPONSOR/OWNER shall ensure recognition of the role of the HOME Program and the City of Cocoa in carrying out the Project through this Agreement. All publicly materials or notices pursuant to this Agreement shall be prominently labeled as to funding source.

19.12 *E-VERIFY.*

(a) Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractors, which shall include SPONSOR/OWNER, shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

(b) Subcontractors

a. SPONSOR/OWNER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
b. SPONSOR/OWNER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
c. SPONSOR/OWNER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

(c) SPONSOR/OWNER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SPONSOR/OWNER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. SPONSOR/OWNER shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

19.13 *Sovereign Immunity.* The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. SPONSOR/OWNER agrees that City

shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

_____

Date: _____

COMMUNITY HOUSING INITIATIVE, INC.

_____

Nicole Tenpenny, Executive Director

Date: _____

ATTEST:

_____

Carie Shealy, CITY Clerk

Date: _____

CITY OF COCOA

_____

Michael C. Blake, Mayor

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 13 and 14, Block G, Cocoa Annex, according to the map or plat thereof as recorded in Plat Book 5, Page 69, Public Records of Brevard County, Florida.

Parcel ID#. 24-36-32-01-G-13
Commonly referred to as 1138 Peachtree Street, Cocoa FL 32922.

STATEMENT OF WORK

The Funding Agreement for a Community Housing Development Organization (CHDO) as the Sponsor of Rental Housing shall at all times be administered in accordance's with HUD and the City of Cocoa's HOME Investment Partnership Program laws, rules, regulations, policies and procedures.

A. DESCRIPTION OF WORK TO BE PERFORMED

The SPONSOR shall rehabilitate a 5-bedroom, 3 bathrooms, home on a property located at 1138 Peachtree Street, Cocoa, Florida 32922. The housing assisted under this Agreement is rental housing and is not homeownership housing. The owner will provide the HOME-assisted rental unit to eligible low-income and very-low-income tenants.

The number of HOME-assisted units for the Project is one (1). The size of the HOME-assisted unit has a total base area of 2,529 and a total sub area of 2,586.

B. PERFORMANCE SCHEDULE

The SPONSOR shall assure that the housing unit is rehabilitated within the time frames prescribed in the Agreement.

The SPONSOR shall complete the Project and request payment of all HOME Funds no later than **July 30, 2022.** Failure to complete the Project and utilize the HOME Funds awarded for the Project by the deadline established in this paragraph may result in loss of the HOME Funds not timely expended on this Project.

C. RESPONSIBILITES OF THE SPONSOR

(a) To oversee and coordinate the rehabilitation of this project.
(b) The SPONSOR shall utilize architectural and professional services to complete the activities funded under this Agreement as eligible project costs.
(c) To provide the CITY with before, during and after rehabilitation pictures.
(d) To oversee the contract bid, award, scheduling and selected contractor(s).
(e) Provide the CITY with a copy of the contract between the SPONSOR and the contractor awarded during the rehabilitation project.
(f) Provide the City with copies of the rehabilitation documents including plans and specifications for the rehabilitation such as, maps, sketches, diagrams, surveys, drawings and lists of materials.
(g) The SPONSOR may submit payment requests that include four (4) partial payments and one (1) final request for reimbursement for a total of 5 payment requests for the duration of this rehabilitation project.
(h) The SPONSOR acknowledges and agrees that it shall utilize and expend the funds for the Project as specified in the Project description set forth in Section 3.1.
(i) Prior to the expenditure of any HOME funds, the SPONSOR shall execute HOME loan documents for recording, including a *Real Estate Mortgage Security Agreement* and *Mortgage Note* as well as a *LURA* which will impose the affordability restrictions in accordance with 24 CFR 92.252 (Group Attachment "1"- HOME Loan Forms).
(j) Ensure that the contractor(s) and subcontractor(s) performing work on this Project secure all required permits and are competent and duly licensed to perform the work. Throughout the rehabilitation period until occupancy of the unit, SPONSOR shall provide Quarterly Status Reports (Group Attachment "3"- HOME Reporting Forms) to the CITY within 10 calendar days following the end of every month.
(k) Ensure that work performed under this Agreement meets or exceeds all of the City of Cocoa's building and construction standards.
(l) Submit timely payments to all suppliers and contractor(s) providing services, materials supply and labor on this Project.
(m) Provide updated Project Timelines.

Rehabilitation completion and close out shall be evidenced by:

- A Final Inspection from the City's Building Department, and approval of the completed Project and receipt of the SPONSOR's Property Management Handbook by the CITY's Housing and Neighborhood Services Division.
- Acceptance (in writing) of the Project by the Community Services Director upon completion of rehabilitation improvements.
- Release of Liens from contractors, suppliers, vendors and a Final Affidavit from the SPONSOR/OWNER certifying that all payments due have been made.
- Property insurance policy (policies) with the CITY named as an additional insured. Property insured (including flood and windstorm insurance) for full replacement cost and with such coverage.
- Initial Rent & Occupancy Report (Group Attachment "3"- HOME Reporting Forms). Which report provides information including tenant name and household size, tenant income status, amount of rent charged, and other related data as requested by the CITY.
- All other documents required by the CITY.

Legislation Details (With Text)

File #:	21-794	**Version:**	1	**Name:**	November, 2021 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/2/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 11/30/2021.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.21 thru 11.30.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 2, 2021
Agenda Date:	January 11, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 11/30/2021**.**

BACKGROUND:

The following reports for the period October 01, 2021 through November 30, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-21 thru 11-30-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 12

City Manager = 10

City of Cocoa CRA Board = 0

City Council = 2

Purchase Order Approvals 10-01-21 thru 11-30-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten
78887	11/12/2021	BlueAlly Technology Solutions	$ 42,843.12	11/10/2021	Stockton Whitten
78888	11/12/2021	DRMP, Inc	$ 38,460.00	11/10/2021	Stockton Whitten

10 Purchase Order Approved by City Manager

Prepared by Purchasing 12/2/2021

Purchase Order Approvals 10-01-21 thru 11-30-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-21 thru 11-30-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council

2 **Purchase Order Approved by City Council**

Prepared by Purchasing 12/2/2021

Legislation Details (With Text)

File #:	21-811	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/9/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	Calls for service provided by the Cocoa Fire Rescue Department for the month of November 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November 2021 Calls For Service By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 9, 2021
Agenda Date: December 14, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for November 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of November.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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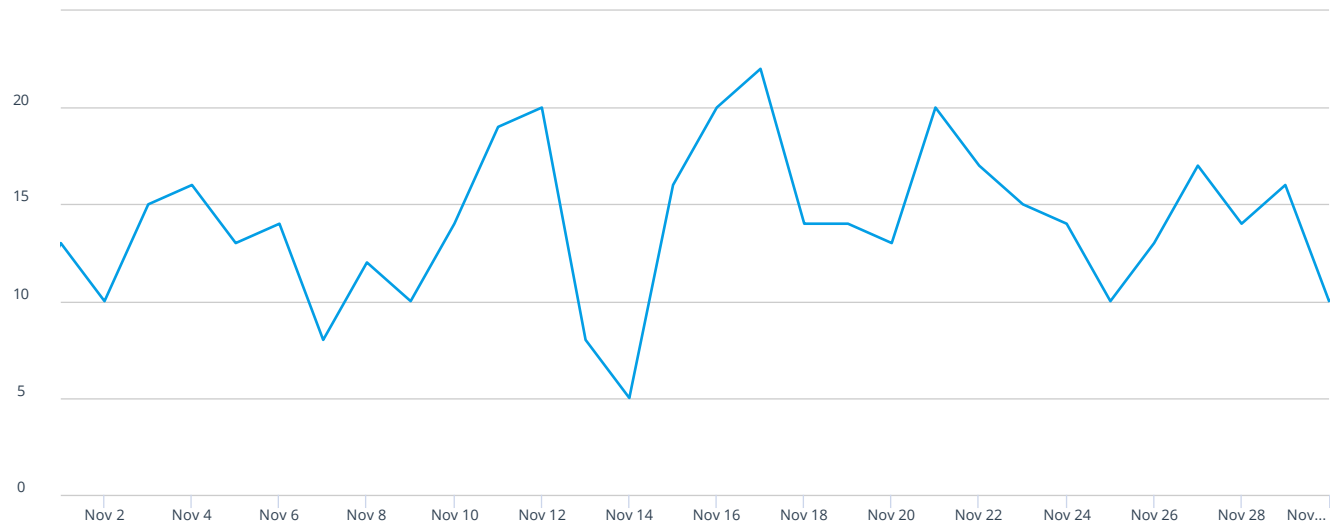
Custom Nov 1, 2021 - Nov 30, 2021

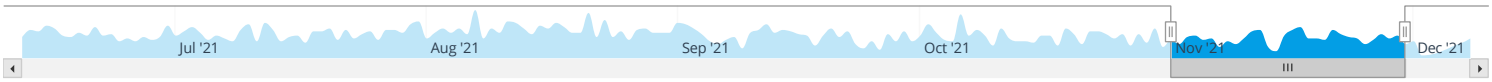
27%
FIRE
Percentage of Total Incidents

73%
EMS
Percentage of Total Incidents

422
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	11/7/21	11/14/21	11/21/21	11/28/21	12/5/21	12/12/21	12/19/21	12/26/21	1/2/22	1/9/22	1/16/22	1/23/22	1/30/22	Total
(11) Structure Fire			1											1
(12) Fire in mobile property used as a fixed structure		1												1
(13) Mobile property (vehicle) fire		1												1
(15) Outside rubbish fire		2	1	1										4
(30) Rescue, emergency medical call (EMS), other	1	8	3	9	3									24
(31) Medical assist	3	4	2	2	1									12
(32) Emergency medical service (EMS) incident	56	55	83	65	15									274
(35) Extrication, rescue		1												1
(44) Electrical wiring/equipm. problem		1	1											2
(50) Service call, other		1												1
(51) Person in distress		1			1									2
(53) Smoke, odor problem			1											1
(55) Public service assistance	5	4	11	11	2									33
(60) Good intent call, other					1									1

Week Ending	11/7/21	11/14/21	11/21/21	11/28/21	12/5/21	12/12/21	12/19/21	12/26/21	1/2/22	1/9/22	1/16/22	1/23/22	1/30/22	Total
(61) Dispatched and canceled en route	11	5	9	9	3									37
(62) Wrong location, no emergency found	2	3	3											8
(65) Steam, other gas mistaken for smoke	2		2											4
(70) False alarm and false call, other	5		2	3										10
(73) System or detector malfunction	2													2
(74) Unintentional system/detect... operation (no fire)	2	1												3
Total	89	88	119	100	26									422

Legislation Details (With Text)

File #:	21-815	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	FY 2022 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd 2. November r FY 2022 EXPENSE Budget Tracking Worksheet.pdf Pd 2. November FY 2022 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2021
Agenda Date: January 11, 2022
Prepared By: Colleen Campbell / Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2022 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2022 thru September 30, 2022.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/30/21	001-1100-512.31-00	20,000	PO BUDGET ROLL PO 076365 RESO #2021-115		652
1 Budget Amendments/Transfers			Division 1100 Total	$20,000	
1105 - ECONOMIC DEVELOPMENT					
11/10/21	001-1105-559.52-00	(15)	FY22 OCTOBER CLEANUP		476
	001-1105-559.49-00	15			
11/30/21	001-1105-559.12-00	(28,488)	SPLIT GRANT ADMIN SALARY RESO #2021-115		656
	001-1105-559.23-04	(11,561)			
	001-1105-559.22-00	(3,083)			
	001-1105-559.21-00	(2,308)			
	001-1105-559.27-00	(1,200)			
	001-1105-559.23-07	(443)			
	001-1105-559.23-09	(96)			
	001-1105-559.23-00	(95)			
	001-1105-559.23-08	(69)			
	001-1105-559.24-00	(46)			
2 Budget Amendments/Transfers			Division 1105 Total	($47,389)	
1190 - LEISURE SERVICES					
11/23/21	001-1190-574.12-00	66,302	DIST SALARY PLACEHOLDER		594
11/30/21	001-1190-574.34-00	1,852	PO BUDGET ROLL PO 078336 RESO #2021-115		652
2 Budget Amendments/Transfers			Division 1190 Total	$68,154	
1203 - INFORMATION TECHNOLOGY					
11/10/21	001-1203-516.56-15	(960)	FY22 OCTOBER CLEANUP		476
	001-1203-516.44-00	960			
11/23/21	001-1203-516.12-00	60,490	DIST SALARY PLACEHOLDER		594
11/29/21	001-1203-516.55-00	(26,500)	CORRECT ACCOUNT NUMBERS		648
	001-1203-516.56-15	26,500			
11/30/21	001-1203-516.63-00	13,795	PO BUDGET ROLL PO 076802 RESO #2021-115		652
	001-1203-516.56-15	2,760	PO BUDGET ROLL PO 078447 RESO #2021-115		652
	001-1203-516.56-15	2,849	PO BUDGET ROLL PO 078451 RESO #2021-115		652

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
6	Budget Amendments/Transfers		Division 1203 Total	$79,894	
1500 - FINANCE GENERAL ACCOUNTNG					
11/23/21	001-1500-513.12-00	246,011	DIST SALARY PLACEHOLDER		594
11/30/21	001-1500-513.24-00	46	SPLIT GRANT ADMIN SALARY RESO #2021-115		656
	001-1500-513.23-08	69			
	001-1500-513.23-00	95			
	001-1500-513.23-09	96			
	001-1500-513.23-07	443			
	001-1500-513.27-00	1,200			
	001-1500-513.21-00	2,308			
	001-1500-513.22-00	3,083			
	001-1500-513.23-04	11,561			
	001-1500-513.12-00	28,488			
2	Budget Amendments/Transfers		Division 1500 Total	$293,400	
1505 - PURCHASING					
11/23/21	001-1505-513.12-00	3,351	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 1505 Total	$3,351	
1510 - FINANCE UTILITY ACCOUNTNG					
11/23/21	001-1510-536.12-00	106,326	DIST SALARY PLACEHOLDER		594
11/30/21	001-1510-536.64-15	800	PO BUDGET ROLL PO 078406 RESO #2021-115		652
	001-1510-536.64-15	5,975	PO BUDGET ROLL PO 078407 RESO #2021-115		652
	001-1510-536.46-00	6,063	PO BUDGET ROLL PO 078463 RESO #2021-115		652
	001-1510-536.64-15	31,313			
4	Budget Amendments/Transfers		Division 1510 Total	$150,477	
1600 - GENERAL OPERATIONS					
11/23/21	001-1600-513.12-00	(1,079,850)	DIST SALARY PLACEHOLDER		594
11/30/21	001-1600-513.56-15	3,000,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	001-1600-513.31-00	2,494	PO BUDGET ROLL PO 075815 RESO #2021-115		652
	001-1600-513.31-00	46,000	PO BUDGET ROLL PO 076943 RESO #2021-115		652
	001-1600-513.31-00	1,660	PO BUDGET ROLL PO 077453 RESO #2021-115		652
	001-1600-513.31-00	4,500	PO BUDGET ROLL PO 077662 RESO #2021-115		652
	001-1600-513.31-00	2,805	PO BUDGET ROLL PO 077724 RESO #2021-115		652
7	Budget Amendments/Transfers		Division 1600 Total	$1,977,609	
1801 - HUMAN RESOURCES					
11/23/21	001-1801-513.12-00	42,956	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 1801 Total	$42,956	
1805 - CITY CLERK					
11/23/21	001-1805-513.12-00	17,620	DIST SALARY PLACEHOLDER		594

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1805 Total	$17,620	
2100 - POLICE ADMIN/OPERATIONS					
11/09/21	001-2100-521.52-22	(12,705)	BPV 2021 GRANT AWARD/MATC RESO# 2021-109		461
	001-2100-521.52-23	12,705			
	001-2100-521.43-00	(7,894)	TYLER SOCRATA AGRMNT RESO# 2021-110		465
	001-2100-521.34-00	(3,633)			
	001-2100-521.34-00	(1,481)			
	001-2100-521.52-07	(1,182)			
	001-2100-521.34-00	(130)			
	001-2100-521.56-15	14,320			
11/10/21	001-2100-521.52-23	12,705	BPV 2021 GRANT AWARD/MATC RESO# 2021-109		461
11/23/21	001-2100-521.12-00	26,737	DIST SALARY PLACEHOLDER		594
11/30/21	001-2100-521.56-15	32,778	PO BUDGET ROLL PO 078384 RESO #2021-115		652
	001-2100-521.46-02	6,495	PO BUDGET ROLL PO 078400 RESO #2021-115		652
	001-2100-521.46-02	965	PO BUDGET ROLL PO 078409 RESO #2021-115		652
	001-2100-521.52-00	2,723	PO BUDGET ROLL PO 078429 RESO #2021-115		652
8	Budget Amendments/Transfers		Division 2100 Total	$82,403	
2101 - POLICE COMMUNICATIONS					
11/23/21	001-2101-521.12-00	11,499	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 2101 Total	$11,499	
2132 - CODE ENFORCEMENT					
11/23/21	001-2132-524.12-00	75,436	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 2132 Total	$75,436	
2200 - FIRE ADMINISTRATION					
11/23/21	001-2200-522.12-00	21,482	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 2200 Total	$21,482	
2201 - FIRE OPERATIONS					
11/10/21	001-2201-522.55-00	(1,105)	FY22 OCTOBER CLEANUP		476
	001-2201-522.54-00	1,105			
11/23/21	001-2201-522.12-00	144,309	DIST SALARY PLACEHOLDER		594
2	Budget Amendments/Transfers		Division 2201 Total	$144,309	
3200 - ADMINISTRATION					
11/10/21	001-3200-515.42-00	(800)	FY22 OCTOBER CLEANUP		476
	001-3200-515.41-00	800			
11/23/21	001-3200-515.12-00	65,553	DIST SALARY PLACEHOLDER		594
11/30/21	001-3200-515.61-00	327,272	4 LAND PARCELS & CLOSING RESO # 2021-113		686
	001-3200-515.62-00	750,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	001-3200-515.49-00	125	PO BUDGET ROLL PO 076080 RESO #2021-115		652

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/30/21	001-3200-515.31-00	1,720	PO BUDGET ROLL PO 076297 RESO #2021-115		652
6	Budget Amendments/Transfers		Division 3200 Total	$1,144,670	
3500 - ADMINISTRATION					
11/23/21	001-3500-519.12-00	21,028	DIST SALARY PLACEHOLDER		594
1	Budget Amendments/Transfers		Division 3500 Total	$21,028	
3510 - STREET MANAGEMENT					
11/10/21	001-3510-541.31-00	(4,000)	FY22 OCTOBER CLEANUP		476
11/30/21	001-3510-541.63-00	3,983	PO BUDGET CONTINGENCY RESO #2021-115		652
	001-3510-541.63-00	86,276			
	001-3510-541.63-00	23,873	PO BUDGET ROLL PO 076945 RESO #2021-115		652
	001-3510-541.63-00	313,724	PO BUDGET ROLL PO 078121 RESO #2021-115		652
	001-3510-541.46-00	26,987	PO BUDGET ROLL PO 078133 RESO #2021-115		652
5	Budget Amendments/Transfers		Division 3510 Total	$450,843	
3520 - PARKS & BEAUTIFICATION					
11/23/21	001-3520-572.12-00	62,734	DIST SALARY PLACEHOLDER		594
11/30/21	001-3520-572.46-00	9,860	PO BUDGET ROLL PO 078459 RESO #2021-115		652
2	Budget Amendments/Transfers		Division 3520 Total	$72,594	
3540 - PUBLIC WORKS- FLEET MAINT					
11/23/21	001-3540-519.12-00	61,701	DIST SALARY PLACEHOLDER		594
11/30/21	001-3540-519.63-00	13,960	PO BUDGET CONTINGENCY RESO #2021-115		652
	001-3540-519.63-00	33,294	PO BUDGET ROLL PO 078317 RESO #2021-115		652
	001-3540-519.63-00	203,732	PO BUDGET ROLL PO 078325 RESO #2021-115		652
4	Budget Amendments/Transfers		Division 3540 Total	$312,687	
3560 - FACILITY MANAGEMENT					
11/09/21	001-3560-519.46-00	(2,832)	INC VARR ST ROOF BUDGET RESO# 2021-107		463
	001-3560-519.62-00	2,832			
11/23/21	001-3560-519.12-00	41,931	DIST SALARY PLACEHOLDER		594
11/30/21	001-3560-519.64-00	117,453	PO BUDGET ROLL PO 078122 RESO #2021-115		652
	001-3560-519.64-00	1,604	PO BUDGET ROLL PO 078145 RESO #2021-115		652
	001-3560-519.64-00	28,952	PO BUDGET ROLL PO 078166 RESO #2021-115		652
	001-3560-519.46-02	2,878	PO BUDGET ROLL PO 078343 RESO #2021-115		652
	001-3560-519.64-00	30,459	PO BUDGET ROLL PO 078345 RESO #2021-115		652
	001-3560-519.62-00	49,801	PO BUDGET ROLL PO 078450 RESO #2021-115		652
8	Budget Amendments/Transfers		Division 3560 Total	$273,078	
3580 - CAPITAL PROJECTS MNGMT					
11/10/21	001-3580-519.31-00	2,000	FY22 OCTOBER CLEANUP		476
	001-3580-519.31-00	2,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/23/21	001-3580-519.12-00	4,384	DIST SALARY PLACEHOLDER		594
11/30/21	001-3580-519.64-00	8,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	001-3580-519.62-00	25,020			
	001-3580-519.62-00	49,999			
	001-3580-519.46-00	63,000			
	001-3580-519.62-00	73,662			
	001-3580-519.62-00	76,162			
	001-3580-519.62-00	77,288			
	001-3580-519.46-02	100,000			
	001-3580-519.64-00	625,000			
	001-3580-519.63-00	732,058			
	001-3580-519.62-00	6,339	PO BUDGET ROLL PO 078154 RESO #2021-115		652
	001-3580-519.62-00	6,339	PO BUDGET ROLL PO 078155 RESO #2021-115		652
	001-3580-519.62-00	5,213	PO BUDGET ROLL PO 078158 RESO #2021-115		652
	001-3580-519.63-00	69,942	PO BUDGET ROLL PO 078193 RESO #2021-115		652
	001-3580-519.62-00	59,981	PO BUDGET ROLL PO 078194 RESO #2021-115		652
	001-3580-519.31-00	11,861	PO BUDGET ROLL PO 078203 RESO #2021-115		652
9	Budget Amendments/Transfers		Division 3580 Total	$1,998,248	
75	Total Budget Amendments/Transfers		**GENERAL FUND**	**$7,214,349**	
3240 - HOUSING GRANTS					
11/10/21	103-3240-554.83-00	(48,685)	FY22 OCTOBER CLEANUP		476
	103-3240-554.23-08	48			
	103-3240-554.24-00	58			
	103-3240-554.23-09	70			
	103-3240-554.23-00	71			
	103-3240-554.23-07	236			
	103-3240-554.27-00	1,680			
	103-3240-554.21-00	2,577			
	103-3240-554.22-00	3,369			
	103-3240-554.23-04	6,882			
	103-3240-554.12-00	33,694			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
1	Total Budget Amendments/Transfers		**CDBG**	**$0**	
3240 - HOUSING GRANTS					
11/10/21	104-3240-554.83-00	(8,346)	FY22 OCTOBER CLEANUP		476
	104-3240-554.23-08	8			
	104-3240-554.24-00	10			
	104-3240-554.23-00	12			
	104-3240-554.23-09	12			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
11/10/21	104-3240-554.23-07	40	FY22 OCTOBER CLEANUP			476
	104-3240-554.27-00	288				
	104-3240-554.21-00	442				
	104-3240-554.22-00	578				
	104-3240-554.23-04	1,180				
	104-3240-554.12-00	5,776				
1	Budget Amendments/Transfers			Division 3240 Total	$0	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**		**$0**	
3240 - HOUSING GRANTS						
11/10/21	105-3240-554.83-00	(12,519)	FY22 OCTOBER CLEANUP			476
	105-3240-554.23-08	12				
	105-3240-554.24-00	15				
	105-3240-554.23-00	18				
	105-3240-554.23-09	18				
	105-3240-554.23-07	61				
	105-3240-554.27-00	432				
	105-3240-554.21-00	663				
	105-3240-554.22-00	866				
	105-3240-554.23-04	1,770				
	105-3240-554.12-00	8,664				
1	Budget Amendments/Transfers			Division 3240 Total	$0	
	1 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**		**$0**	
3200 - ADMINISTRATION						
11/10/21	107-3200-515.52-00	(189)	FY22 OCTOBER CLEANUP			476
	107-3200-515.56-15	189				
1	Budget Amendments/Transfers			Division 3200 Total	$0	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**		**$0**	
3230 - CRA ADMIN/OPERATIONS						
11/15/21	110-3230-559.83-00	50,000	RESO# 21-695	COMMERCIAL FACADE GRANT		500
	110-3230-559.39-00	(58,225)	RESO# 21-695	FACADE GRANT AND TRIMMING		500
	110-3230-559.34-00	8,225	RESO# 21-695	MANGROVE TRIMMING		500
11/30/21	110-3230-559.63-00	917	PO BUDGET ROLL PO 076293 RESO #2021-115			652
	110-3230-559.31-00	9,354	PO BUDGET ROLL PO 076790 RESO #2021-115			652
	110-3230-559.31-00	2,004	PO BUDGET ROLL PO 077602 RESO #2021-115			652
	110-3230-559.63-00	24,639	PO BUDGET ROLL PO 077934 RESO #2021-115			652
	110-3230-559.83-00	3,544	PO BUDGET ROLL PO 078251 RESO #2021-115			652
8	Budget Amendments/Transfers			Division 3230 Total	$40,458	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
8 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$40,458**	
3570 - STORMWATER UTILITY					
11/30/21	303-3570-538.63-01	2,319,585	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
1 Budget Amendments/Transfers			Division 3570 Total	$2,319,585	
3580 - CAPITAL PROJECTS MNGMT					
11/30/21	303-3580-519.63-00	1,500,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
1 Budget Amendments/Transfers			Division 3580 Total	$1,500,000	
2 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
1506 - INVENTORY					
11/10/21	421-1506-536.52-00	(138)	FY22 OCTOBER CLEANUP		476
	421-1506-536.41-00	138			
11/23/21	421-1506-536.12-00	10,216	DIST SALARY PLACEHOLDER		594
2 Budget Amendments/Transfers			Division 1506 Total	$10,216	
1515 - UTILITY SUPPORT SERVICES					
11/10/21	421-1515-536.56-15	(4,000)	FY22 OCTOBER CLEANUP		476
	421-1515-536.40-00	(2,000)			
	421-1515-536.52-00	6,000			
11/23/21	421-1515-536.12-00	141,511	DIST SALARY PLACEHOLDER		594
11/30/21	421-1515-536.52-00	2,726	PO BUDGET ROLL PO 078368 RESO #2021-115		652
3 Budget Amendments/Transfers			Division 1515 Total	$144,237	
4010 - WATER ADMINISTRATION					
11/23/21	421-4010-536.12-00	(2,145,651)	DIST SALARY PLACEHOLDER		594
11/30/21	421-4010-536.56-15	3,000,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	421-4010-536.63-00	11,770	PO BUDGET CONTINGENCY RESO #2021-115		652
	421-4010-536.31-00	4,985	PO BUDGET ROLL PO 075754 RESO #2021-115		652
	421-4010-536.31-00	8,085	PO BUDGET ROLL PO 075815 RESO #2021-115		652
	421-4010-536.31-01	2,422	PO BUDGET ROLL PO 076240 RESO #2021-115		652
	421-4010-536.31-01	18,466	PO BUDGET ROLL PO 077360 RESO #2021-115		652
	421-4010-536.31-01	23,370	PO BUDGET ROLL PO 077494 RESO #2021-115		652
	421-4010-536.64-00	24,525	PO BUDGET ROLL PO 077527 RESO #2021-115		652
	421-4010-536.31-00	35,200	PO BUDGET ROLL PO 077972 RESO #2021-115		652
	421-4010-536.31-00	32,815	PO BUDGET ROLL PO 078058 RESO #2021-115		652
	421-4010-536.31-00	49,160	PO BUDGET ROLL PO 078120 RESO #2021-115		652
	421-4010-536.63-00	28,071	PO BUDGET ROLL PO 078317 RESO #2021-115		652
	421-4010-536.63-00	171,774	PO BUDGET ROLL PO 078325 RESO #2021-115		652
	421-4010-536.31-00	29,307	PO BUDGET ROLL PO 078424 RESO #2021-115		652
15 Budget Amendments/Transfers			Division 4010 Total	$1,294,299	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4020 - DYAL PLANT					
11/23/21	421-4020-536.12-00	494,696	DIST SALARY PLACEHOLDER		594
11/30/21	421-4020-536.64-00	15,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	421-4020-536.63-00	160,000			
	421-4020-536.46-00	4,795	PO BUDGET ROLL PO 075906 RESO #2021-115		652
	421-4020-536.31-03	9,281	PO BUDGET ROLL PO 076475 RESO #2021-115		652
	421-4020-536.46-00	4,730	PO BUDGET ROLL PO 077367 RESO #2021-115		652
	421-4020-536.34-00	1,900	PO BUDGET ROLL PO 077416 RESO #2021-115		652
	421-4020-536.31-03	15,739	PO BUDGET ROLL PO 077434 RESO #2021-115		652
	421-4020-536.52-00	4,182	PO BUDGET ROLL PO 077998 RESO #2021-115		652
	421-4020-536.46-00	10,220	PO BUDGET ROLL PO 078162 RESO #2021-115		652
	421-4020-536.46-00	11,382	PO BUDGET ROLL PO 078231 RESO #2021-115		652
	421-4020-536.46-00	1,050	PO BUDGET ROLL PO 078291 RESO #2021-115		652
	421-4020-536.46-00	20,350	PO BUDGET ROLL PO 078292 RESO #2021-115		652
	421-4020-536.46-00	33,521	PO BUDGET ROLL PO 078299 RESO #2021-115		652
	421-4020-536.64-00	25,344	PO BUDGET ROLL PO 078328 RESO #2021-115		652
	421-4020-536.46-00	3,125	PO BUDGET ROLL PO 078426 RESO #2021-115		652
15	Budget Amendments/Transfers		Division 4020 Total	$815,315	
4025 - WATER FIELD OPERATIONS					
11/23/21	421-4025-536.12-00	716,120	DIST SALARY PLACEHOLDER		594
11/30/21	421-4025-536.46-00	15,536	PO BUDGET ROLL PO 075930 RESO #2021-115		652
	421-4025-536.46-00	80,412	PO BUDGET ROLL PO 077302 RESO #2021-115		652
	421-4025-536.64-00	64,431	PO BUDGET ROLL PO 077528 RESO #2021-115		652
	421-4025-536.64-00	58,766	PO BUDGET ROLL PO 077529 RESO #2021-115		652
	421-4025-536.64-00	92,181	PO BUDGET ROLL PO 077530 RESO #2021-115		652
	421-4025-536.31-03	4,524	PO BUDGET ROLL PO 078403 RESO #2021-115		652
	421-4025-536.46-00	18,833	PO BUDGET ROLL PO 078408 RESO #2021-115		652
	421-4025-536.46-00	9,400	PO BUDGET ROLL PO 078464 RESO #2021-115		652
9	Budget Amendments/Transfers		Division 4025 Total	$1,060,203	
4055 - ENGINEERING					
11/23/21	421-4055-536.12-00	317,361	DIST SALARY PLACEHOLDER		594
11/30/21	421-4055-536.63-00	59,647	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	421-4055-536.63-00	83,490			
	421-4055-536.63-00	84,494			
	421-4055-536.63-00	194,571			
	421-4055-536.63-00	200,000			
	421-4055-536.63-00	23,310	PO BUDGET CONTINGENCY RESO #2021-115		652
	421-4055-536.63-00	210,572			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/30/21	421-4055-536.63-00	3,182	PO BUDGET ROLL PO 071688 RESO #2021-115		652
	421-4055-536.63-00	420,316	PO BUDGET ROLL PO 071924 RESO #2021-115		652
	421-4055-536.63-00	1,005	PO BUDGET ROLL PO 071946 RESO #2021-115		652
	421-4055-536.63-00	373	PO BUDGET ROLL PO 076691 RESO #2021-115		652
	421-4055-536.55-00	5,300	PO BUDGET ROLL PO 077091 RESO #2021-115		652
	421-4055-536.63-00	177,156	PO BUDGET ROLL PO 077555 RESO #2021-115		652
	421-4055-536.31-03	185,408	PO BUDGET ROLL PO 077676 RESO #2021-115		652
	421-4055-536.31-03	11,981	PO BUDGET ROLL PO 077834 RESO #2021-115		652
	421-4055-536.63-00	3,412	PO BUDGET ROLL PO 078265 RESO #2021-115		652
	421-4055-536.63-00	83,558	PO BUDGET ROLL PO 078455 RESO #2021-115		652
13	Budget Amendments/Transfers		Division 4055 Total	$2,065,136	
4120 - WATER RECLAMATION					
11/23/21	421-4120-536.12-00	244,475	DIST SALARY PLACEHOLDER		594
11/30/21	421-4120-536.63-00	2,829,818	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	421-4120-536.63-00	45,243	PO BUDGET ROLL PO 071959 RESO #2021-115		652
	421-4120-536.63-00	6,435	PO BUDGET ROLL PO 074875 RESO #2021-115		652
	421-4120-536.52-00	1,624	PO BUDGET ROLL PO 077229 RESO #2021-115		652
	421-4120-536.31-03	44,725	PO BUDGET ROLL PO 077551 RESO #2021-115		652
	421-4120-536.46-00	85,950	PO BUDGET ROLL PO 077722 RESO #2021-115		652
	421-4120-536.46-00	32,274	PO BUDGET ROLL PO 078200 RESO #2021-115		652
8	Budget Amendments/Transfers		Division 4120 Total	$3,290,544	
4125 - SEWER FIELD OPERATIONS					
11/23/21	421-4125-536.12-00	221,272	DIST SALARY PLACEHOLDER		594
11/30/21	421-4125-536.64-15	8,603	PO BUDGET CONTINGENCY RESO #2021-115		652
	421-4125-536.46-00	3,339	PO BUDGET ROLL PO 077507 RESO #2021-115		652
	421-4125-536.46-00	15,489	PO BUDGET ROLL PO 077835 RESO #2021-115		652
	421-4125-536.46-00	7,391	PO BUDGET ROLL PO 077872 RESO #2021-115		652
	421-4125-536.46-00	66,785	PO BUDGET ROLL PO 078152 RESO #2021-115		652
	421-4125-536.64-15	121,397	PO BUDGET ROLL PO 078453 RESO #2021-115		652
7	Budget Amendments/Transfers		Division 4125 Total	$444,276	
72	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$9,124,226**	
3570 - STORMWATER UTILITY					
11/30/21	423-3570-538.63-00	50,928	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	423-3570-538.63-00	1,643	PO BUDGET CONTINGENCY RESO #2021-115		652
	423-3570-538.64-00	129,182	PO BUDGET ROLL PO 077665 RESO #2021-115		652
	423-3570-538.31-00	9,612	PO BUDGET ROLL PO 077699 RESO #2021-115		652
	423-3570-538.31-00	10,300	PO BUDGET ROLL PO 077832 RESO #2021-115		652

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/30/21	423-3570-538.63-00	565	PO BUDGET ROLL PO 077950 RESO #2021-115		652
	423-3570-538.63-00	33,502	PO BUDGET ROLL PO 078295 RESO #2021-115		652
	423-3570-538.63-00	3,917	PO BUDGET ROLL PO 078317 RESO #2021-115		652
	423-3570-538.63-00	23,968	PO BUDGET ROLL PO 078325 RESO #2021-115		652
	423-3570-538.46-00	5,622	PO BUDGET ROLL PO 078420 RESO #2021-115		652
	423-3570-538.44-00	19,750	PO BUDGET ROLL PO 078421 RESO #2021-115		652
11	Budget Amendments/Transfers		Division 3570 Total	$288,989	
	11 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$288,989**	
4020 - DYAL PLANT					
11/30/21	424-4020-536.63-00	44,926	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	424-4020-536.63-00	108,000	PO BUDGET CONTINGENCY RESO #2021-115		652
	424-4020-536.63-00	145,425	PO BUDGET ROLL PO 078016 RESO #2021-115		652
	424-4020-536.63-00	56,995	PO BUDGET ROLL PO 078017 RESO #2021-115		652
	424-4020-536.64-00	14,619	PO BUDGET ROLL PO 078436 RESO #2021-115		652
	424-4020-536.63-00	1,079,064	PO BUDGET ROLL PO 078445 RESO #2021-115		652
6	Budget Amendments/Transfers		Division 4020 Total	$1,449,029	
4025 - WATER FIELD OPERATIONS					
11/30/21	424-4025-536.63-00	20,175	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
1	Budget Amendments/Transfers		Division 4025 Total	$20,175	
4055 - ENGINEERING					
11/09/21	424-4055-536.63-00	54,360	L/S #1 ENG SERV RESO# 2021-108		464
11/30/21	424-4055-536.63-00	197,293	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
	424-4055-536.63-00	5,080	PO BUDGET ROLL PO 074901 RESO #2021-115		652
	424-4055-536.63-00	39,454	PO BUDGET ROLL PO 078454 RESO #2021-115		652
	424-4055-536.63-00	42,978			
4	Budget Amendments/Transfers		Division 4055 Total	$7,140,044	
4120 - WATER RECLAMATION					
11/30/21	424-4120-536.63-00	436,035	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	424-4120-536.63-00	88,965	PO BUDGET ROLL PO 078276 RESO #2021-115		652
2	Budget Amendments/Transfers		Division 4120 Total	$525,000	
	13 Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$9,134,248**	
4055 - ENGINEERING					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/30/21	426-4055-536.63-00	902,347	CAPITAL PROJECT BUDGET RO RESO #2021-115	657
	426-4055-536.63-00	237,845	PO BUDGET CONTINGENCY RESO #2021-115	652
	426-4055-536.63-00	165,648	PO BUDGET ROLL PO 074898 RESO #2021-115	652
	426-4055-536.63-00	24,015	PO BUDGET ROLL PO 076378 RESO #2021-115	652
	426-4055-536.63-00	1,165,118	PO BUDGET ROLL PO 076379 RESO #2021-115	652
	426-4055-536.64-00	64,395	PO BUDGET ROLL PO 076454 RESO #2021-115	652
	426-4055-536.62-00	140,607		
	426-4055-536.63-00	592,616		
	426-4055-536.63-00	907,601	PO BUDGET ROLL PO 077691 RESO #2021-115	652
7 Budget Amendments/Transfers			Division 4055 Total	$4,200,192
7 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$4,200,192**

192 Transfers & Amendments between 11/1/2021 and 11/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS	**33,822,047**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/09/21	001-0000-331.20-23	12,705	BPV 2021 GRANT AWARD/MATC RESO# 2021-109		461
11/30/21	001-0000-389.99-50	327,272	4 LAND PARCELS & CLOSING RESO # 2021-113		686
	001-0000-389.99-50	750,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	001-0000-389.99-50	1,830,189			
	001-0000-389.99-50	3,000,000			
	001-0000-389.99-50	1,294,183	PO BUDGET ROLL RESO #2021-115		652
4	Budget Amendments/Transfers		Division 0000 Total	$7,214,349	
	4 Total Budget Amendments/Transfers		**GENERAL FUND**	**$7,214,349**	
11/30/21	110-0000-389.99-50	40,458	PO BUDGET ROLL RESO #2021-115		652
1	Budget Amendments/Transfers		Division 0000 Total	$40,458	
	1 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$40,458**	
11/30/21	303-0000-389.99-50	1,500,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	303-0000-331.90-01	2,319,585			
1	Budget Amendments/Transfers		Division 0000 Total	$3,819,585	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
11/30/21	421-0000-389.99-50	6,627,020	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	421-0000-389.99-50	2,497,206	PO BUDGET ROLL RESO #2021-115		652
2	Budget Amendments/Transfers		Division 0000 Total	$9,124,226	
	2 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$9,124,226**	
11/30/21	423-0000-389.99-50	50,928	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	423-0000-389.99-50	238,061	PO BUDGET ROLL RESO #2021-115		652
2	Budget Amendments/Transfers		Division 0000 Total	$288,989	
	2 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$288,989**	
11/09/21	424-0000-389.99-50	54,360	L/S #1 ENG SERV RESO# 2021-108		464
11/30/21	424-0000-331.35-01	1,090,000	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	424-0000-389.99-50	6,409,308			
	424-0000-389.99-50	1,580,580	PO BUDGET ROLL RESO #2021-115		652
3	Budget Amendments/Transfers		Division 0000 Total	$9,134,248	
	3 Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$9,134,248**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/30/21	426-0000-389.99-50	902,347	CAPITAL PROJECT BUDGET RO RESO #2021-115		657
	426-0000-389.99-50	3,297,845	PO BUDGET ROLL RESO #2021-115		652
2 Budget Amendments/Transfers			Division 0000 Total	$4,200,192	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$4,200,192**	

15 Transfers & Amendments between 11/1/2021 and 11/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **33,822,047**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2022 - Budget Tracking Worksheets\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocockc

Date: 12/16/2021

Legislation Details (With Text)

File #:	21-816	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report November 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2021
Agenda Date: January 11, 2022
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending November 2021 (FY22) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This November 2021 (FY22) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2022 Budget by Classification Report - Summary Listing

11/30/2021

Target for November 2021 is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 1,635,147	$ 9,566,290	15%
OTHER PERMITS AND FEES	$ 4,659,809		$ 784,149	$ 3,875,660	17%
INTERGOVERNMENTAL	$ 2,653,968		$ 298,482	$ 2,355,486	11%
CHARGES FOR SERVICES	$ 13,614,745		$ 2,259,968	$ 11,354,777	17%
FINES AND FORFEITURES	$ 14,000		$ 10,504	$ 3,496	75%
MISCELLANEOUS	$ 666,258		$ 226,452	$ 439,806	34%
OTHER SOURCES (NON-REVENUE)	$ 18,777,459		$ 1,491,712	$ 17,285,747	8%
REVENUE TOTALS	**$ 51,587,676**		**$ 6,706,413**	**$ 44,881,263**	**13%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,449,930		$ 2,807,405	$ 23,642,525	11%
OPERATING EXPENDITURES	$ 15,735,115	$ 4,182,761	$ 1,190,302	$ 10,362,052	34%
CAPITAL OUTLAY	$ 6,476,047	$ 1,891,997	$ 570,107	$ 4,013,943	38%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 291,514	$ 2,635,070	10%
EXPENSE TOTALS	**$ 51,587,676**	**$ 6,074,758**	**$ 4,859,328**	**$ 40,653,590**	**21%**
REVENUE TOTALS	**$ 51,587,676**	**$ -**	**$ 6,706,413**	**$ 44,881,263**	**13%**
EXPENSE TOTALS	**$ 51,587,676**	**$ 6,074,758**	**$ 4,859,328**	**$ 40,653,590**	**21%**
	$ -	**$ (6,074,758)**	**$ 1,847,085**	**$ 4,227,673**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	2,308,576	1,196,238.60	52	2,308,576	1,196,238.60	52	7,649,355	6,453,116.40
20	00	DELINQUENT TAXES	0	1,426.57-		0	1,426.57-		15,000	16,426.57
25	00	PENALTIES RE: TAXES	0	724.07		0	724.07		5,000	4,275.93
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	2,308,576	1,195,536.10	52	2,308,576	1,195,536.10	52	7,869,355	6,673,818.90
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	50,000	31,794.58	64	100,000	66,491.72	67	600,000	533,508.28
312	**	SALES USE AND FUEL TAXES	50,000	31,794.58	64	100,000	66,491.72	67	600,000	533,508.28
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	157,832.49	126	250,000	157,832.49	63	1,500,000	1,342,167.51
30	00	WATER-COCOA	30,423	41,340.03	136	60,846	74,997.40	123	365,082	290,084.60
40	00	GAS	4,166	4,896.39	118	8,332	4,896.39	59	50,000	45,103.61
80	00	PROPANE	1,666	2,075.23	125	3,332	2,075.23	62	20,000	17,924.77
314	**	UTILITY SERVICE TAX	161,255	206,144.14	128	322,510	239,801.51	74	1,935,082	1,695,280.49
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	54,166	53,572.53	99	108,332	109,880.53	101	650,000	540,119.47
315	**	COMMUNICATION SERVICE TAX	54,166	53,572.53	99	108,332	109,880.53	101	650,000	540,119.47
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	43,349	6,212.61	14	137,580	23,437.04	17	147,000	123,562.96
316	**	LOCAL BUSINESS TAX	43,349	6,212.61	14	137,580	23,437.04	17	147,000	123,562.96
310	***	TAXES	2,617,346	1,493,259.96	57	2,976,998	1,635,146.90	55	11,201,437	9,566,290.10
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	434.99		0	434.99		0	434.99-
322	**	BUILDING PERMITS	0	434.99		0	434.99		0	434.99-
323		FRANCHISE FEES								
10	00	ELECTRICITY	100,000	.00		200,000	.00		1,200,000	1,200,000.00
40	00	GAS	6,250	7,926.54	127	12,500	7,926.54	63	75,000	67,073.46
70	00	SOLID WASTE	23,116	23,143.87	100	46,232	46,153.72	100	277,402	231,248.28
323	**	FRANCHISE FEES	129,366	31,070.41	24	258,732	54,080.26	21	1,552,402	1,498,321.74
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	1,664,605	589,578.81	35	1,664,605	725,168.68	44	2,901,407	2,176,238.32

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	F ASSMNT DELINQ TAXES	0	16.65		0	16.65		2,000	1,983.35
22 03	F ASSMNT PENALTIES	0	7.99		0	7.99		2,000	1,992.01
22 04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	1,664,605	589,603.45	35	1,664,605	725,193.32	44	3,055,407	2,330,213.68
325 **	SPECIAL ASSESSMENT	1,664,605	589,603.45	35	1,664,605	725,193.32	44	3,055,407	2,330,213.68
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	3,500	2,975.00	85	7,000	3,170.00	45	42,000	38,830.00
35 00	FIRE INSPECTIONS	833	870.00	104	1,666	1,270.00	76	10,000	8,730.00
329 **	OTHER PERMITS & FEES	4,333	3,845.00	89	8,666	4,440.00	51	52,000	47,560.00
320 ***	OTHER PERMITS & FEES	1,798,304	624,953.85	35	1,932,003	784,148.57	41	4,659,809	3,875,660.43
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	46,500	46,500.00	100	46,500	46,500.00	100	186,000	139,500.00
20 15	VICTIMS OF CRIME ACT GRNT	9,602	.00		22,891	.00		118,921	118,921.00
20 23	BULLET PROOF VEST 2021	1,155	.00		1,155	.00		12,705	12,705.00
20 *	PUBLIC SAFETY	57,257	46,500.00	81	70,546	46,500.00	66	317,626	271,126.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	23,220.00		0	23,220.00-
70 02	AFRICAN AM CIVIL RIGHTS	2,500	.00		5,000	.00		30,000	30,000.00
331 **	FEDERAL GRANTS	59,757	46,500.00	78	75,546	69,720.00	92	347,626	277,906.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	1,290.00		0	1,290.00-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	1,290.00		0	1,290.00-
334 **	STATE GRANT	0	.00		0	1,290.00		0	1,290.00-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,083	47,796.67	104	92,166	95,593.35	104	553,000	457,406.65

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
335	STATE SHARED REVENUES								
12 20	8TH CNT MUNICIPAL GAS TAX	11,666	12,859.01	110	23,332	25,718.02	110	140,000	114,281.98
12 *	STATE REVENUE SHARING	57,749	60,655.68	105	115,498	121,311.37	105	693,000	571,688.63
14 00	MOBILE HOME LICENSES	2,000	4,545.09	227	4,000	5,136.43	128	24,000	18,863.57
15 00	ALCOHOLIC BEVERAGE	416	.00		832	.00		5,000	5,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	101,666	104,871.91	103	203,332	104,871.91	52	1,220,000	1,115,128.09
21 00	FIREFIGHTER SUPPLEMENTAL	3,750	3,847.74-	103	3,750	3,847.74-	103	15,000	18,847.74
29 21	POL PEN STATE CONTR	0	.00		0	.00		185,915	185,915.00
29 22	FIRE PEN STATE CONTR	0	.00		0	.00		112,427	112,427.00
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		298,342	298,342.00
41 00	FUEL TAX REFUNDS	2,083	.00		4,166	.00		25,000	25,000.00
335 **	STATE SHARED REVENUES	167,664	166,224.94	99	331,578	227,471.97	69	2,280,342	2,052,870.03
337	GRANTS FROM LOCAL UNITS								
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	227,421	212,724.94	94	407,124	298,481.97	73	2,653,968	2,355,486.03
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,580	580,580.00	100	1,161,160	1,161,160.00	100	6,966,971	5,805,811.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	31,516	31,516.00	100	189,096	157,580.00
40 00	CERTIFY/COPY/SEARCH	9,166	11,870.55	130	18,332	11,895.10	65	110,000	98,104.90
90 12	PASSPORT EXECUTION FEES	166	350.00	211	332	350.00	105	2,000	1,650.00
341 **	GENERAL GOVERNMENT	605,670	608,558.55	101	1,211,340	1,204,921.10	100	7,268,067	6,063,145.90
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,250	.00		2,500	.00		15,000	15,000.00
90 00	OTHER PUBLIC SAFETY	83	.00		166	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	708	2,400.00	339	1,416	2,400.00	170	8,500	6,100.00
90 *	OTHER PUBLIC SAFETY	791	2,400.00	303	1,582	2,400.00	152	9,500	7,100.00
342 **	PUBLIC SAFETY	2,041	2,400.00	118	4,082	2,400.00	59	24,500	22,100.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,916	45,021.75	105	85,832	87,855.91	102	515,000	427,144.09
37 11	ROCKLEDGE	25,000	25,661.97	103	50,000	50,210.11	100	300,000	249,789.89
37 12	SUN LAKE	333	328.80	99	666	644.58	97	4,000	3,355.42
37 13	CLNY PK-M.I.UTIL CO.	166	170.40	103	332	332.28	100	2,000	1,667.72
37 16	COCOA BEACH	9,833	9,843.84	100	19,666	19,282.76	98	118,000	98,717.24
37 17	CAPE CANAVERAL	8,083	8,072.48	100	16,166	15,881.73	98	97,000	81,118.27
37 18	TITUSVILLE	366	369.36	101	732	723.90	99	4,400	3,676.10
37 *	WATER BILLING SERVICES	86,697	89,468.60	103	173,394	174,931.27	101	1,040,400	865,468.73
39 01	SERVICE CHARGES	41,666	55,585.95	133	83,332	101,187.25	121	500,000	398,812.75
39 03	ADMIN CHARGES	33,416	48,715.00	146	66,832	99,055.00	148	401,000	301,945.00
39 04	PENALTIES	65,804	57,926.50	88	131,608	111,645.71	85	789,650	678,004.29
39 05	NSF CHECKS	2,250	2,905.61	129	4,500	5,593.61	124	27,000	21,406.39
39 13	HIGH CONSUMP CHGS	0	480.00		0	480.00		0	480.00-
39 *	WATER OTHER INCOME	143,136	165,613.06	116	286,272	317,961.57	111	1,717,650	1,399,688.43
41 10	SOLID WASTE	197,804	195,131.52	99	395,608	390,186.99	99	2,373,648	1,983,461.01
41 20	RECYCLING REVENUE	31,424	31,801.11	101	62,848	62,948.68	100	377,088	314,139.32
41 30	GREEN WASTE	35,025	35,372.07	101	70,050	70,036.43	100	420,300	350,263.57
41 *	GARBAGE COLLECTION	264,253	262,304.70	99	528,506	523,172.10	99	3,171,036	2,647,863.90
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	0	15,632.50		0	15,632.50		62,530	46,897.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		234,262	234,262.00
90 *	OTHER PHYSICAL ENVIRON	0	15,632.50		0	15,632.50		296,792	281,159.50
343 **	PHYSICAL ENVIRONMENT	494,086	533,018.86	108	988,172	1,031,697.44	104	6,225,878	5,194,180.56
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	164.00		0	373.00		0	373.00-
39 10	PORCHER HOUSE - REVENUES	2,500	1,789.09	72	5,000	5,702.83	114	30,000	24,297.17
39 11	TENANT MAINTENANCE FEES	108	97.56	90	216	292.68	136	1,300	1,007.32
39 20	COCOA CIVIC CENTER	2,083	2,722.23	131	4,166	5,686.35	137	25,000	19,313.65
39 30	RIVERFRONT PARK	1,666	645.00	39	3,332	1,971.94	59	20,000	18,028.06
39 *	OTHER CULTURAL SERVICES	6,357	5,253.88	83	12,714	13,653.80	107	76,300	62,646.20
40 05	SPECIAL EVENT PERMITS	1,250	1,050.00	84	2,500	4,700.00	188	15,000	10,300.00
50 10	EVENT FEES	416	497.64	120	832	870.87	105	5,000	4,129.13

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
50	50	MISC FURNISHINGS	0	1,157.00		0	1,352.00		0	1,352.00-
50	*	SPECIAL REC FACILITIES	416	1,654.64	398	832	2,222.87	267	5,000	2,777.13
347	**	CULTURE/RECREATION	8,023	8,122.52	101	16,046	20,949.67	131	96,300	75,350.33
340	***	CHARGES FOR SERVICES	1,109,820	1,152,099.93	104	2,219,640	2,259,968.21	102	13,614,745	11,354,776.79
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,166	4,768.13	409	2,332	10,503.54	450	14,000	3,496.46
351	**	JUDGMENTS AND FINES	1,166	4,768.13	409	2,332	10,503.54	450	14,000	3,496.46
350	***	FINES AND FORFEITURES	1,166	4,768.13	409	2,332	10,503.54	450	14,000	3,496.46
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	5,000	11,603.02	232	10,000	21,139.22	211	60,000	38,860.78
10	02	INVESTMENT INTEREST	11,666	.00		23,332	.00		140,000	140,000.00
10	10	SBA	66	43.45	66	132	84.59	64	800	715.41
10	11	INTEREST/CBOS	208	91.40	44	416	185.11	45	2,500	2,314.89
10	*	INTEREST	16,940	11,737.87	69	33,880	21,408.92	63	203,300	181,891.08
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	16,940	11,737.87	69	33,880	21,408.92	63	203,300	181,891.08
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,951	26,896.89	270	55,973	68,817.91	123	156,583	87,765.09
362	**	RENT AND ROYALTIES	9,951	26,896.89	270	55,973	68,817.91	123	156,583	87,765.09
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	0	8,706.25		0	23,706.25		0	23,706.25-
364	**	DISPOSITION FIXED ASSETS	0	8,706.25		0	23,706.25		0	23,706.25-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	76.48		0	76.48		0	76.48-
365	**	SALE SURPLUS MTRLS &SCRAP	0	76.48		0	76.48		0	76.48-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	341.00		0	60,341.00		65,300	4,959.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	341.00		0	60,341.00		65,300	4,959.00
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,166	11,963.25	287	8,332	14,881.37	179	50,000	35,118.63
90 02	POLICE SECURITY SERVICES	3,008	2,845.00	95	6,016	6,905.00	115	36,100	29,195.00
90 03	CODE ENF ABATE/DEMO REV	7,631	5,735.37	75	15,262	12,825.37	84	91,575	78,749.63
90 04	MISC. POLICE REVENUES	125	75.76	61	250	87.76	35	1,500	1,412.24
90 05	INVESTIGATIVE COSTS REIM	4,533	7,277.36	161	9,066	7,277.36	80	54,400	47,122.64
90 09	PROPERTY REGISTRATION	625	700.00	112	1,250	700.00	56	7,500	6,800.00
90 *	OTHER MISC REVENUES	20,088	28,596.74	142	40,176	42,676.86	106	241,075	198,398.14
96 00	INSURANCE REFUND/PROCEEDS	0	9,425.00		0	9,425.00		0	9,425.00-
369 **	OTHER MISC REVENUES	20,088	38,021.74	189	40,176	52,101.86	130	241,075	188,973.14
360 ***	MISCELLANEOUS REVENUES	46,979	85,780.23	183	130,029	226,452.42	174	666,258	439,805.58
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	116,865	25,000.00	21	233,730	25,000.00	11	1,402,380	1,377,380.00
91 *	TRANSFER FROM	116,865	25,000.00	21	233,730	25,000.00	11	1,402,380	1,377,380.00
381 **	INTERFUND TRANSFER	116,865	25,000.00	21	233,730	25,000.00	11	1,402,380	1,377,380.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	603,112	1,206,225.84	200	1,206,224	1,206,225.84	100	7,237,355	6,031,129.16
40 01	6% PILOFF	130,242	260,486.00	200	260,484	260,486.00	100	1,562,914	1,302,428.00
40 *	CONTRIBUTIONS	733,354	1,466,711.84	200	1,466,708	1,466,711.84	100	8,800,269	7,333,557.16
382 **	CONTRIBUTIONS ENTERPRISE	733,354	1,466,711.84	200	1,466,708	1,466,711.84	100	8,800,269	7,333,557.16
383	INSTLMT PURCH/CAP LEASE								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	11	RESTR. CASH CARRY FORWARD	300	.00		600	.00		3,600	3,600.00
99	50	FUND BAL-APPROP. RESERVES	689,569	.00		721,515	.00		8,571,210	8,571,210.00
99	*	BALANCE FORWARD	689,869	.00		722,115	.00		8,574,810	8,574,810.00
389	**	NON OPERATING SOURCES	689,869	.00		722,115	.00		8,574,810	8,574,810.00
380	***	OTHER SOURCES(NON-REV)	1,540,088	1,491,711.84	97	2,422,553	1,491,711.84	62	18,777,459	17,285,747.16
FUND TOTAL		GENERAL FUND	7,341,124	5,065,298.88	69	10,090,679	6,706,413.45	67	51,587,676	44,881,262.55

REPORT SELECTIONS

Fiscal year . . . . . : 2022
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	87540	53113.46	61	175080	82556.14	47	.00	1050527	967970.86	8
11 **	EXECUTIVE SALARIES	87540	53113.46	61	175080	82556.14	47	.00	1050527	967970.86	8
12-00	REGULAR SALARIES & WAGES	1135577	902568.09	80	2271153	1405038.74	62	.00	13627037	12221998.26	10
12-06	SALARIES/CONTRACTUAL	2083	.00	0	4166	.00	0	.00	25000	25000.00	0
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5768	7441.95	129	11536	9060.28	79	.00	69218	60157.72	13
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1143428	910010.04	80	2286855	1414099.02	62	.00	13721255	12307155.98	10
13-00	OTHER SALARIES & WAGES	62090	68672.08	111	124180	104579.32	84	.00	745135	640555.68	14
13 **	OTHER SALARIES & WAGES	62090	68672.08	111	124180	104579.32	84	.00	745135	640555.68	14
14-00	OVERTIME	37839	41823.49	111	75678	64314.91	85	.00	454171	389856.09	14
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37839	41823.49	111	75678	64314.91	85	.00	454171	389856.09	14
15-00	SPECIAL PAY	30707	28994.35	94	61414	46575.39	76	.00	368502	321926.61	13
15 **	SPECIAL PAY	30707	28994.35	94	61414	46575.39	76	.00	368502	321926.61	13
20-00	CLOTHING/SHOE ALLOWANCE	1996	3310.00	166	3992	4087.21	102	.00	23965	19877.79	17
20 **	CLOTHING/SHOE ALLOWANCE	1996	3310.00	166	3992	4087.21	102	.00	23965	19877.79	17
21-00	FICA TAXES	99276	82349.91	83	198552	128153.60	65	.00	1191443	1063289.40	11
21 **	FICA TAXES	99276	82349.91	83	198552	128153.60	65	.00	1191443	1063289.40	11
22-00	RETIREMENT CONTRIBUTIONS	84161	71679.40	85	168322	110643.82	66	.00	1010044	899400.18	11
22-01	FIREFIGHTERS	184289	156539.51	85	368578	247085.75	67	.00	2211478	1964392.25	11
22-02	STATE CONTRIBUTIONS	46242	.00	0	92484	.00	0	.00	298342	298342.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON FRS RETIREMENT CONT	1968	2416.83	123	3936	3746.48	95	.00	23618	19871.52	16
22 **	RETIREMENT CONTRIBUTIONS	316660	230635.74	73	633320	361476.05	57	.00	3543482	3182005.95	10
23-00	INSURANCES	5890	5649.64	96	11780	16926.69	144	.00	70775	53848.31	24
23-02	MEDICARE PART B	32096	.00	0	64192	40949.70	64	.00	385160	344210.30	11
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	277587	216594.60	78	555174	343216.95	62	.00	3331151	2987934.05	10
23-05	HEALTH GF RETIREES 50%	3687	4096.20	111	7374	8192.40	111	.00	44241	36048.60	19
23-06	HEALTH GF RETIREES 100%	25396	22933.82	90	50792	45867.64	90	.00	304761	258893.36	15
23-07	DENTAL INSURANCE	14449	11818.81	82	28898	19083.53	66	.00	173467	154383.47	11
23-08	VISION INSURANCE	2791	2212.97	79	5582	3604.41	65	.00	33594	29989.59	11
23-09	LONG TERM DISABILITY	4019	3765.59	94	8038	5665.72	71	.00	48321	42655.28	12
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	365915	267071.63	73	731830	483507.04	66	.00	4391470	3907962.96	11
24-00	WORKER'S COMPENSATION	58362	52915.77	91	116724	92510.72	79	.00	700495	607984.28	13
24 **	WORKER'S COMPENSATION	58362	52915.77	91	116724	92510.72	79	.00	700495	607984.28	13
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20790	16260.00	78	41580	25545.93	61	.00	249485	223939.07	10
27 **	BENEFIT OFFSET	20790	16260.00	78	41580	25545.93	61	.00	249485	223939.07	10
31-00	PROFESSIONAL SERVICES	28048	20733.42	74	53997	29259.89	54	242440.36	440263	168562.75	62
31-01	LEGAL EXPENSES	33337	29839.74	90	66674	29839.74	45	378051.78	487473	79581.48	84
31-02	MEDICAL SERVICES	4013	874.00	22	8026	874.00	11	36741.00	48160	10545.00	78
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	10185	.00	0	10185	.00	0	.00	13905	13905.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	9276.40	0	9276.40-	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	8236.30	0	8236.30-	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	5000	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	17321	6085.05	35	34642	12201.72	35	205356.67	207853	9705.39-	105
31 **	PROFESSIONAL SERVICES	95404	57532.21	60	178524	72175.35	40	880102.51	1227654	275376.14	78
32-00	ACCOUNTING & AUDITING	6166	11000.00	178	12332	11000.00	89	63000.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6166	11000.00	178	12332	11000.00	89	63000.00	74000	.00	100
34-00	CONTRACT SERVICES	132453	105338.00	80	220284	178137.07	81	583234.15	1066098	304726.78	71
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231642	.00	0	463284	.00	0	.00	2779713	2779713.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	35034	44018.65	126	70068	56165.30	80	343169.20	450000	50665.50	89
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	399129	149356.65	37	753636	234302.37	31	926403.35	4295811	3135105.28	27
39-00	CONTINGENCY	18328	.00	0	36656	.00	0	.00	219946	219946.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	18328	.00	0	36656	.00	0	.00	219946	219946.00	0
40-00	TRAVEL & PER DIEM	9102	1166.66	13	18204	1247.08	7	.00	106946	105698.92	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL & PER DIEM	9102	1166.66	13	18204	1247.08	7	.00	106946	105698.92	1
41-00	COMMUNICATION	14220	15287.39	108	28367	24988.19	88	96489.73	178791	57313.08	68
41 **	COMMUNICATION	14220	15287.39	108	28367	24988.19	88	96489.73	178791	57313.08	68
42-00	POSTAGE & FREIGHT	39957	31488.33	79	77156	33075.66	43	354791.10	451546	63679.24	86
42 **	POSTAGE & FREIGHT	39957	31488.33	79	77156	33075.66	43	354791.10	451546	63679.24	86
43-00	ELECTRIC/WATER/SEWER	67960	75383.27	111	136638	82047.00	60	649975.16	811102	79079.84	90
43 **	ELECTRIC/WATER/SEWER	67960	75383.27	111	136638	82047.00	60	649975.16	811102	79079.84	90
44-00	RENTALS AND LEASES	11931	4358.00	37	23775	9885.50	42	121993.95	143109	11229.55	92
44 **	RENTALS AND LEASES	11931	4358.00	37	23775	9885.50	42	121993.95	143109	11229.55	92
45-00	INSURANCE	43588	3000.00-	7-	87176	138817.88	159	.00	522872	384054.12	27
45 **	INSURANCE	43588	3000.00-	7-	87176	138817.88	159	.00	522872	384054.12	27
46-00	REPAIRS & MAINTENANCE	70739	9400.55	13	212106	23181.13	11	193659.58	871315	654474.29	25
46-02	REPAIR/MAINT BUILDING	31140	30495.49	98	52249	32393.47	62	58531.19	363938	273013.34	25
46-03	REPAIR/MAINT-VEHICLES	32236	22575.97	70	45634	23114.82	51	10034.82-	336698	323618.00	4
46-05	HYDRANT FEES	20016	20062.85	100	40032	40125.70	100	.00	240198	200072.30	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	154131	82534.86	54	350021	118815.12	34	242155.95	1812149	1451177.93	20
47-00	PRINTING & BINDING	16455	7881.29	48	29046	11808.15	41	128404.31	172317	32104.54	81
47 **	PRINTING & BINDING	16455	7881.29	48	29046	11808.15	41	128404.31	172317	32104.54	81
48-00	PROMOTIONAL ACTIVITIES	3623	4660.84	129	11303	5185.84	46	3123.80	62850	54540.36	13
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3623	4660.84	129	11303	5185.84	46	3123.80	62850	54540.36	13
49-00	OTHER CHARGES & OBLIG.	13155	35922.09-	273-	26298	25563.50-	97-	45223.89	229273	209612.61	9
49-02	ADVERTISING	130	.00	0	260	.00	0	.00	2300	2300.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-06	BROWNFIELD PROG CITY COST	416	2000.00	481	832	2000.00	240	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	14640.01-	0	0	20071.27-	0	.00	0	20071.27	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	9885.00	593	3332	9885.00	297	5115.00	15000	.00	100
49 **	OTHER CHARGES & OBLIG.	15367	38677.10-	252-	30722	33749.77-	110-	50338.89	251573	234983.88	7
51-00	OFFICE SUPPLIES	3740	1449.19	39	7480	2617.09	35	.00	43560	40942.91	6
51 **	OFFICE SUPPLIES	3740	1449.19	39	7480	2617.09	35	.00	43560	40942.91	6
52-00	OPERATING SUPPLIES	58584	52804.47	90	123253	92035.79	75	227325.94	786621	467259.27	41
52-02	UNIFORMS	7126	279.00	4	14252	279.00	2	53147.17	78474	25047.83	68
52-05	EMS 1st RESP-CONSUM SUPP	3863	2948.24	76	7726	3055.65	40	21138.79	46357	22162.56	52
52-07	JANITORIAL SUPPLIES	3398	3333.30	98	6903	5156.19	75	.00	41844	36687.81	12
52-10	HEATING FUEL	285	547.74	192	570	547.74	96	2879.26	3427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	1286	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	1650.00	0	1650.00-	0
52-22	BULLET PROOF V 2020	0	5880.00	0	0	5880.00	0	14028.00	0	19908.00-	0
52-23	BULLET PROOF VEST 2021	2310	.00	0	2310	.00	0	25410.00	25410	.00	100
52-30	FUEL, OIL, & LUBRICANTS	24808	22334.03	90	49616	22334.03	45	.00	332460	310125.97	7
52-33	EMPLOYEE HEALTH CENTER	8379	137.23	2	16758	411.69	3	120192.73	100548	20056.42-	120
52 **	OPERATING SUPPLIES	108624	88264.01	81	222674	129700.09	58	465771.89	1415141	819669.02	42
53-00	ROAD MATERIALS/SUPPLIES	3181	1874.92	59	6362	1874.92	30	4499.00	38175	31801.08	17
53 **	ROAD MATERIALS/SUPPLIES	3181	1874.92	59	6362	1874.92	30	4499.00	38175	31801.08	17

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	8082	5677.10	70	17463	31890.10	183	1443.73	60894	27560.17	55
54 **	MEMBERSHIP/PUBLICATIONS	8082	5677.10	70	17463	31890.10	183	1443.73	60894	27560.17	55
55-00	TRAINING	12717	8550.38	67	27637	22642.20	82	2370.00	156251	131238.80	16
55-01	EDA PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	13550	8550.38	63	29303	22642.20	77	2370.00	166251	141238.80	15
56-15	IT-RELATED OPERATING EXP	347613	91752.31	26	419941	291979.28	70	191898.02	3680428	3196550.70	13
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	347613	91752.31	26	419941	291979.28	70	191898.02	3680428	3196550.70	13
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	29752	327271.60	1100	29752	327271.60	1100	.00	327272	.40	100
61 **	LAND	29752	327271.60	1100	29752	327271.60	1100	.00	327272	.40	100
62-00	BUILDINGS	107512	13580.30	13	107512	60890.35	57	66779.85	1207636	1079965.80	11
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	107512	13580.30	13	107512	60890.35	57	66779.85	1207636	1079965.80	11
63-00	INFRASTRUCTURE	148022	4121.25	3	157809	4121.25	3	956792.31	2389637	1428723.44	40
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	148022	4121.25	3	157809	4121.25	3	956792.31	2389637	1428723.44	40
64-00	MACHINERY AND EQUIPMENT	197989	33401.09	17	321184	161404.09	50	845993.74	2513414	1506016.17	40
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3463	.00	0	3463	16419.80	474	22430.81	38088	762.61-	102
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	201452	33401.09	17	324647	177823.89	55	868424.55	2551502	1505253.56	41
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	943299	.00	0	.00	1139796	1139796.00	0
81 **	AIDS TO GOVT AGENCY	0	.00	0	943299	.00	0	.00	1139796	1139796.00	0
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	3332	20000.00	600	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1666	.00	0	3332	20000.00	600	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	208	.00	0	416	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	2532	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	.00	0	0	.00	0	.00	0	.00	0
83 **	OTHER GRANTS & AIDS	1474	.00	0	2948	.00	0	.00	17700	17700.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145757	291514.18	200	291514	291514.18	100	.00	1749088	1457573.82	17
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	145757	291514.18	200	291514	291514.18	100	.00	1749088	1457573.82	17
FUND 001	TOTAL *********										
	GENERAL FUND	4241222	3021585.20	71	8788463	4879328.65	56	6074758.10	51587676	40633589.25	21
GRAND	TOTAL *********										
		4241222	3021585.20	71	8788463	4879328.65	56	6074758.10	51587676	40633589.25	21

FY 2022 Budget by Classification Report - Summary Listing

11/30/2021

Target for November 2021 is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 11,088,207	$ 57,995,467	16%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 191,992		$ 19,591	$ 172,401	10%
OTHER SOURCES (*NON-REVENUE)	$ 13,157,083		$ -	$ 13,157,083	0%
REVENUE TOTALS	**$ 82,432,749**	**-**	**$ 11,107,798**	**$ 71,324,951**	**13%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,253	$ -	$ 2,068,135	$ 17,670,118	10%
OPERATING EXPENDITURES	$ 31,264,700	$ 8,847,569	$ 2,878,032	$ 19,539,099	38%
CAPITAL OUTLAY	$ 9,107,740	$ 1,423,317	$ 126,535	$ 7,557,888	17%
GRANTS, AIDS AND OTHER	$ 22,322,056	$ -	$ 8,933,109	$ 13,388,947	40%
EXPENSE TOTALS	**$ 82,432,749**	**$ 10,270,886**	**$ 14,005,811**	**$ 58,156,052**	29%
REVENUE TOTALS	**$ 82,432,749**	**$ -**	**$ 11,107,798**	**$ 71,324,951**	**13%**
EXPENSE TOTALS	**$ 82,432,749**	**$ 10,270,886**	**$ 14,005,811**	**$ 58,156,052**	**29%**
**	$ -	$ (10,270,886)	$ (2,898,013)	$ 13,168,899	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,832,138	4,602,875.06	95	9,664,276	9,172,530.33	95	57,985,663	48,813,132.67
33	00	WATER CONNECTION FEE	44,592	37,827.98	85	89,184	111,424.98	125	535,105	423,680.02
36	00	WATER HYDRANT FEES	314,823	315,325.58	100	629,646	630,178.93	100	3,777,881	3,147,702.07
39	06	HYDRANT RESID FLOW TEST	133	1,200.00	902	266	2,040.00	767	1,600	440.00-
39	07	BACKFLOW DEVICE TEST	12,083	18,242.77	151	24,166	36,552.19	151	145,000	108,447.81
39	08	JUMPER METERS	58	70.00	121	116	210.00	181	700	490.00
39	09	PLAN REVIEW/CONST INSPECT	1,000	3,480.00	348	2,000	8,120.00	406	12,000	3,880.00
39	10	BACKFLOW PRV/RLCT TEMP	41	355.42	867	82	570.84	696	500	70.84-
39	*	WATER OTHER INCOME	13,315	23,348.19	175	26,630	47,493.03	178	159,800	112,306.97
51	00	SEWER SALES	518,281	534,646.10	103	1,036,562	1,062,345.41	103	6,219,374	5,157,028.59
51	*	SEWER SALES	518,281	534,646.10	103	1,036,562	1,062,345.41	103	6,219,374	5,157,028.59
53	02	SEWER CONN INDIAN HILLS	0	2,946.85		0	2,946.85		0	2,946.85-
59	01	GREASE TRAP PERMITS	516	667.20	129	1,032	1,359.98	132	6,200	4,840.02
60	00	REUSE WATER SALES	32,720	28,263.77	86	65,440	59,330.37	91	392,651	333,320.63
60	01	REUSE WATER INSTALLATION	583	449.27	77	1,166	597.54	51	7,000	6,402.46
60	*	REUSE WATER SALES	33,303	28,713.04	86	66,606	59,927.91	90	399,651	339,723.09

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,756,968	5,546,350.00	96	11,513,936	11,088,207.42	96	69,083,674	57,995,466.58
340	***	CHARGES FOR SERVICES	5,756,968	5,546,350.00	96	11,513,936	11,088,207.42	96	69,083,674	57,995,466.58
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	6,843.14		0	16,829.02		0	16,829.02-
10	02	INVESTMENT INTEREST	10,747	22.71		21,494	45.99		128,964	128,918.01
10	*	INTEREST	10,747	6,865.85	64	21,494	16,875.01	79	128,964	112,088.99
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	10,747	6,865.85	64	21,494	16,875.01	79	128,964	112,088.99
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		216	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		216	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	829	.00		1,658	.00		9,950	9,950.00
364	**	DISPOSITION FIXED ASSETS	829	.00		1,658	.00		9,950	9,950.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		500	.00		3,000	3,000.00
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		500	.00		3,000	3,000.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	1,625.84	40	8,128	2,715.84	33	48,778	46,062.16
90	*	OTHER MISC REVENUES	4,064	1,625.84	40	8,128	2,715.84	33	48,778	46,062.16
369	**	OTHER MISC REVENUES	4,064	1,625.84	40	8,128	2,715.84	33	48,778	46,062.16
360	***	MISCELLANEOUS REVENUES	15,998	8,491.69	53	31,996	19,590.85	61	191,992	172,401.15
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CONTRIBUTION VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	1,165,546	.00		1,501,617	.00		13,157,083	13,157,083.00
99	*	BALANCE FORWARD	1,165,546	.00		1,501,617	.00		13,157,083	13,157,083.00
389	**	NON OPERATING SOURCES	1,165,546	.00		1,501,617	.00		13,157,083	13,157,083.00
380	***	OTHER SOURCES(NON-REV)	1,165,546	.00		1,501,617	.00		13,157,083	13,157,083.00
FUND TOTAL		WATER/SEWER FUND	6,938,512	5,554,841.69	80	13,047,549	11,107,798.27	85	82,432,749	71,324,950.73

REPORT SELECTIONS

Fiscal year . . . . . : 2022
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13479	11164.33	83	26958	17366.73	64	.00	161758	144391.27	11
11 **	EXECUTIVE SALARIES	13479	11164.33	83	26958	17366.73	64	.00	161758	144391.27	11
12-00	REGULAR SALARIES & WAGES	988766	698148.45	71	1977531	1072205.61	54	.00	11865226	10793020.39	9
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	988766	698148.45	71	1977531	1072205.61	54	.00	11865226	10793020.39	9
13-00	OTHER SALARIES & WAGES	49754	34848.36	70	99508	53378.33	54	.00	597082	543703.67	9
13 **	OTHER SALARIES & WAGES	49754	34848.36	70	99508	53378.33	54	.00	597082	543703.67	9
14-00	OVERTIME	54339	58178.32	107	108678	90933.41	84	.00	652102	561168.59	14
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54339	58178.32	107	108678	90933.41	84	.00	652102	561168.59	14
15-00	SPECIAL PAY	1433	175.00	12	2866	350.00	12	.00	17200	16850.00	2
15 **	SPECIAL PAY	1433	175.00	12	2866	350.00	12	.00	17200	16850.00	2
20-00	CLOTHING/SHOE ALLOWANCE	1804	16670.00	924	3608	16682.00	462	.00	21665	4983.00	77
20 **	CLOTHING/SHOE ALLOWANCE	1804	16670.00	924	3608	16682.00	462	.00	21665	4983.00	77
21-00	FICA TAXES	70083	61963.62	88	140166	94667.13	68	.00	841032	746364.87	11
21 **	FICA TAXES	70083	61963.62	88	140166	94667.13	68	.00	841032	746364.87	11
22-00	RETIREMENT CONTRIBUTIONS	118770	91959.99	77	237540	331439.78	140	.00	1425261	1093821.22	23
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	0	1276.41	0	0	1873.04	0	.00	0	1873.04-	0
22 **	RETIREMENT CONTRIBUTIONS	118770	93236.40	79	237540	333312.82	140	.00	1425261	1091948.18	23
23-00	INSURANCES	4340	4405.77	102	8680	8267.65	95	.00	52100	43832.35	16
23-02	RETIREES OTHER INSURANCES	11968	.00	0	23936	17740.80	74	.00	143620	125879.20	12
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245581	157447.72	64	491162	246102.11	50	.00	2947000	2700897.89	8

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	818	819.24	100	1636	1638.48	100	.00	9832	8193.52	17
23-06	HEALTH RETIREES 100%	5734	4915.44	86	11468	9830.88	86	.00	68817	58986.12	14
23-07	DENTAL INSURANCE	11828	8169.16	69	23656	12688.05	54	.00	141961	129272.95	9
23-08	VISION INSURANCE	2300	1571.96	68	4600	2423.26	53	.00	27632	25208.74	9
23-09	LONG TERM DISABILITY	3024	2791.78	92	6048	4173.00	69	.00	36300	32127.00	12
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285593	180121.07	63	571186	302864.23	53	.00	3427262	3124397.77	9
24-00	WORKER'S COMPENSATION	45585	39367.19	86	91170	68788.86	76	.00	547065	478276.14	13
24 **	WORKER'S COMPENSATION	45585	39367.19	86	91170	68788.86	76	.00	547065	478276.14	13
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14800	11500.00	78	29600	17585.80	59	.00	177600	160014.20	10
27 **	BENEFIT OFFSET	14800	11500.00	78	29600	17585.80	59	.00	177600	160014.20	10
31-00	PROFESSIONAL SERVICES	51089	8469.03	17	87674	12813.06	15	210972.57	598587	374801.37	37
31-01	LEGAL EXPENSES	39440	273.00	1	74856	273.00	0	60799.19	469258	408185.81	13
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	114872	16433.15	14	204377	16433.15	8	1055604.99	1512658	440619.86	71
31-33	EMPLOYEE HEALTH CENTER	12459	4376.96	35	24918	8776.67	35	147713.55	149509	6981.22-	105
31 **	PROFESSIONAL SERVICES	217860	29552.14	14	391825	38295.88	10	1475090.30	2730012	1216625.82	55
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	122293	9459.19	8	243965	11085.76	5	445363.09	1413442	956993.15	32
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580580	580580.00	100	1161160	1161160.00	100	.00	6966971	5805811.00	17
34 **	CONTRACT SERVICES	702873	590039.19	84	1405125	1172245.76	83	445363.09	8380413	6762804.15	19
39-00	CONTINGENCY	25592	.00	0	51184	.00	0	.00	307119	307119.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	25592	.00	0	51184	.00	0	.00	307119	307119.00	0
40-00	TRAVEL AND PER DIEM	1268	.00	0	2718	.00	0	.00	15438	15438.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1268	.00	0	2718	.00	0	.00	15438	15438.00	0
41-00	COMMUNICATION	15682	23573.98	150	27765	28014.65	101	129544.54	184603	27043.81	85
41 **	COMMUNICATION	15682	23573.98	150	27765	28014.65	101	129544.54	184603	27043.81	85
42-00	FREIGHT & POSTAGE SERVICE	1476	123.24	8	2952	178.58	6	.00	17740	17561.42	1
42 **	FREIGHT & POSTAGE SERVICE	1476	123.24	8	2952	178.58	6	.00	17740	17561.42	1
43-00	ELECTRIC/WATER/SEWER	184746	43108.72	23	369492	44208.53	12	1927619.52	2092180	120351.95	94
43 **	ELECTRIC/WATER/SEWER	184746	43108.72	23	369492	44208.53	12	1927619.52	2092180	120351.95	94
44-00	RENTAL AND LEASES	3239	2430.00	75	6478	2430.00	38	3285.00	38900	33185.00	15
44 **	RENTAL AND LEASES	3239	2430.00	75	6478	2430.00	38	3285.00	38900	33185.00	15
45-00	INSURANCE	36650	.00	0	167839	150531.09	90	.00	537742	387210.91	28
45 **	INSURANCE	36650	.00	0	167839	150531.09	90	.00	537742	387210.91	28
46-00	REPAIRS & MAINTENANCE	696677	432130.98	62	1296500	613353.34	47	707529.10	7301843	5980960.56	18
46-02	REPAIR/MAINT BUILDING	14971	1644.45	11	32440	2650.92	8	11718.00	140740	126371.08	10
46-03	REPAIR/MAINT-VEHICLES	18957	19908.04	105	37914	20321.56	54	17340.87-	234437	231456.31	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	730605	453683.47	62	1366854	636325.82	47	701906.23	7677020	6338787.95	17
47-00	PRINTING & BINDING	615	120.00	20	1230	120.00	10	92.00	7420	7208.00	3
47 **	PRINTING & BINDING	615	120.00	20	1230	120.00	10	92.00	7420	7208.00	3
48-00	PROMOTIONAL ACTIVITIES	1666	700.00	42	3332	700.00	21	.00	20000	19300.00	4
48 **	PROMOTIONAL ACTIVITIES	1666	700.00	42	3332	700.00	21	.00	20000	19300.00	4
49-00	OTHER CHARGES & OBLIG.	2574	1778.08	69	5148	20054.49	390	.00	41955	21900.51	48
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4669.21-	0	0	12335.92-	0	.00	0	12335.92	0
49-08	CASH OVER & UNDER	0	2.00-	0	0	5.55	0	.00	0	5.55-	0
49-09	DOCUMENT RECORDING CHGS	250	390.00-	156-	500	720.00-	144-	.00	3000	3720.00	24-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	2824	3283.13-	116-	5648	7004.12	124	.00	44955	37950.88	16
51-00	OFFICE SUPPLIES	1805	630.84	35	3610	791.40	22	.00	21702	20910.60	4
51 **	OFFICE SUPPLIES	1805	630.84	35	3610	791.40	22	.00	21702	20910.60	4
52-00	OPERATING SUPPLIES	45856	64376.79	140	90404	98826.02	109	217426.25	707111	390858.73	45
52-07	JANITORIAL SUPPLIES	769	630.88	82	1538	967.64	63	.00	9240	8272.36	11
52-09	CHEMICALS	374023	205524.88	55	748046	477639.34	64	3615701.89	4488258	394916.77	91
52-30	FUEL OIL & LUBRICANTS	33488	24702.45	74	66976	30574.52	46	93755.54	407491	283160.94	31
52-33	EMPLOYEE HEALTH CENTER	6027	98.71	2	12054	296.13	3	86454.40	72324	14426.53-	120
52 **	OPERATING SUPPLIES	460163	295333.71	64	919018	608303.65	66	4013338.08	5684424	1062782.27	81
53-00	ROAD MATERIALS/SUPPLIES	1943	2998.94	154	3886	2998.94	77	17001.06	30000	10000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1943	2998.94	154	3886	2998.94	77	17001.06	30000	10000.00	67
54-00	MEMBERSHIP/PUBLICATIONS	3284	794.00	24	6568	31953.00	487	.00	39445	7492.00	81
54 **	MEMBERSHIP/PUBLICATIONS	3284	794.00	24	6568	31953.00	487	.00	39445	7492.00	81

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
55-00	TRAINING	6863	10645.99	155	13244	10645.99	80	7004.00	81894	64244.01	22
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	6863	10645.99	155	13244	10645.99	80	7004.00	81894	64244.01	22
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	298088	128407.13	43	344917	143285.01	42	127324.91	3353693	3083083.08	8
56 **	TECHNOLOGY SYSTEMS	298088	128407.13	43	344917	143285.01	42	127324.91	3353693	3083083.08	8
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	502082	.00	0	529377	3338.00	1	1139088.29	7125133	5982706.71	16
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	502082	.00	0	529377	3338.00	1	1139088.29	7125133	5982706.71	16
64-00	MACHINERY & EQUIPMENT	124660	58766.00	47	202045	123197.00	61	162832.00	1527657	1241628.00	19
64-15	IT HARDWARE	38897	.00	0	65976	.00	0	121396.61	454950	333553.39	27
64 **	MACHINERY & EQUIPMENT	163557	58766.00	36	268021	123197.00	46	284228.61	1982607	1575181.39	21
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	750.00	0	0	2250.00	0	.00	0	2250.00-	0
73 **	OTHER DEBT SERVICE COST	0	750.00	0	0	2250.00	0	.00	0	2250.00-	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	200	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	200	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	603112	1206225.84	200	1206224	1206225.84	100	.00	7237355	6031129.16	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	0	6218281.00	0	6218281	6218281.00	100	.00	6218281	.00	100
91-25	TO RESTRICTED ASSET 425	608525	1245866.08	205	1217050	1245866.08	102	.00	7302306	6056439.92	17
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1211637	8670372.92	716	8641555	8670372.92	100	.00	20757942	12087569.08	42
95-01	6% ILO FRANCHISE FEE	130242	260486.00	200	260484	260486.00	100	.00	1562914	1302428.00	17
95 **	NONOPERATING	130242	260486.00	200	260484	260486.00	100	.00	1562914	1302428.00	17
FUND 421	TOTAL ********* WATER/SEWER FUND	6349682	11774605.88	185	18082965	14005811.26	78	10270885.63	82432749	58156052.11	30
GRAND	TOTAL *********										

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
		6349682	11774605.88	185	18082965	14005811.26	78	10270885.63	82432749	58156052.11	30

FY 2022 Budget by Classification Report - Summary Listing

11/30/2021

Target for November 2021 is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,830,148		$ 359,513	$ 1,470,635	20%
CHARGES FOR SERVICES	$ -		$ 29	$ (29)	100%
INTERGOVERNMENTAL/GRANT	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 400		$ 1,504	$ (1,104)	100%
OTHER SOURCES (NON-REVENUE)	$ 288,989		$ -	$ 288,989	0%
REVENUE TOTALS	**$ 2,119,537**	**$ -**	**$ 361,046**	**$ 1,758,491**	**17%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 70,223	$ 577,465	11%
OPERATING EXPENDITURES	$ 685,524	$ 73,125	$ 83,259	$ 529,140	23%
CAPITAL OUTLAY	$ 786,325	$ 336,318	$ 886	$ 449,121	43%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,119,537**	**$ 409,443**	**$ 154,368**	**$ 1,555,726**	**27%**
REVENUE TOTALS	**$ 2,119,537**	**$ -**	**$ 361,046**	**$ 1,758,491**	**17%**
EXPENSE TOTALS	**$ 2,119,537**	**$ 409,443**	**$ 154,368**	**$ 1,555,726**	**27%**
	$ -	**$ (409,443)**	**$ 206,678**	**$ 202,765**	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	144,179	359,513.11	249	288,358	359,513.11	125	1,730,148	1,370,634.89
23 04	TAX CERTIFICATES	8,333	.00		16,666	.00		100,000	100,000.00
23 *	STORMWATER	152,512	359,513.11	236	305,024	359,513.11	118	1,830,148	1,470,634.89
325 **	SPECIAL ASSESSMENT	152,512	359,513.11	236	305,024	359,513.11	118	1,830,148	1,470,634.89
320 ***	OTHER PERMITS & FEES	152,512	359,513.11	236	305,024	359,513.11	118	1,830,148	1,470,634.89
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	14.28		0	28.56		0	28.56-
91 *	STORMWATER FEES	0	14.28		0	28.56		0	28.56-
343 **	PHYSICAL ENVIRONMENT	0	14.28		0	28.56		0	28.56-
340 ***	CHARGES FOR SERVICES	0	14.28		0	28.56		0	28.56-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	803.16		0	1,503.69		0	1,503.69-
10 10	SBA	0	.34		0	.66		0	.66-
10 *	INTEREST	0	803.50		0	1,504.35		0	1,504.35-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	803.50		0	1,504.35		0	1,504.35-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		66	.00		400	400.00
369 **	OTHER MISC REVENUES	33	.00		66	.00		400	400.00
360 ***	MISCELLANEOUS REVENUES	33	803.50	2435	66	1,504.35	2279	400	1,104.35-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	26,272	.00		26,272	.00		288,989	288,989.00
99 *	BALANCE FORWARD	26,272	.00		26,272	.00		288,989	288,989.00
389 **	NON OPERATING SOURCES	26,272	.00		26,272	.00		288,989	288,989.00
380 ***	OTHER SOURCES(NON-REV)	26,272	.00		26,272	.00		288,989	288,989.00
FUND TOTAL	STORMWATER UTILITY	178,817	360,330.89	202	331,362	361,046.02	109	2,119,537	1,758,490.98

REPORT SELECTIONS

Fiscal year . . . . . : 2022
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35209	25835.67	73	70418	40668.15	58	.00	422519	381850.85	10
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35209	25835.67	73	70418	40668.15	58	.00	422519	381850.85	10
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	506	2388.33	472	1012	2536.51	251	.00	6075	3538.49	42
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	506	2388.33	472	1012	2536.51	251	.00	6075	3538.49	42
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	60	600.00	1000	120	600.00	500	.00	720	120.00	83
20 **	CLOTHING/SHOE ALLOWANCE	60	600.00	1000	120	600.00	500	.00	720	120.00	83
21-00	FICA TAXES	2328	2171.83	93	4656	3297.91	71	.00	27937	24639.09	12
21 **	FICA TAXES	2328	2171.83	93	4656	3297.91	71	.00	27937	24639.09	12
22-00	RETIREMENT CONTRIBUTIONS	3235	3048.44	94	6470	4669.36	72	.00	38830	34160.64	12
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3235	3048.44	94	6470	4669.36	72	.00	38830	34160.64	12
23-00	INSURANCES	108	110.66	103	216	223.64	104	.00	1300	1076.36	17
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7666	6199.82	81	15332	10208.19	67	.00	92000	81791.81	11
23-07	DENTAL INSURANCE	275	272.01	99	550	415.02	76	.00	3300	2884.98	13
23-08	VISION INSURANCE	58	51.14	88	116	78.13	67	.00	700	621.87	11
23-09	LONG TERM DISABILITY	108	111.78	104	216	170.85	79	.00	1300	1129.15	13
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8215	6745.41	82	16430	11095.83	68	.00	98600	87504.17	11
24-00	WORKER'S COMPENSATION	4017	3851.74	96	8034	6734.20	84	.00	48207	41472.80	14
24 **	WORKER'S COMPENSATION	4017	3851.74	96	8034	6734.20	84	.00	48207	41472.80	14
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	800	620.54	78	.00	4800	4179.46	13
27 **	BENEFIT OFFSET	400	400.00	100	800	620.54	78	.00	4800	4179.46	13
31-00	PROFESSIONAL SERVICES	10105	6762.50	67	18400	6925.00	38	22936.11	119462	89600.89	25
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	607	213.51	35	1214	428.13	35	7206.59	7294	340.72-	105
31 **	PROFESSIONAL SERVICES	10753	6976.01	65	19696	7353.13	37	30142.70	127256	89760.17	30
34-00	CONTRACT SERVICES	1480	31234.56	2110	2960	31234.56	1055	.00	47000	15765.44	67
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	31516	31516.00	100	.00	189096	157580.00	17
34 **	CONTRACT SERVICES	17238	46992.56	273	34476	62750.56	182	.00	236096	173345.44	27
39-00	CONTINGENCY	7055	.00	0	14198	.00	0	.00	69955	69955.00	0
39 **	CONTINGENCY	7055	.00	0	14198	.00	0	.00	69955	69955.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	454.05	263	346	454.05	131	237.95	2076	1384.00	33
41 **	COMMUNICATION	173	454.05	263	346	454.05	131	237.95	2076	1384.00	33
42-00	POSTAGE & FREIGHT	41	7.38	18	82	7.38	9	.00	500	492.62	2
42 **	POSTAGE & FREIGHT	41	7.38	18	82	7.38	9	.00	500	492.62	2
43-00	ELECTRIC/WATER/SEWER	1250	922.78	74	2500	1120.56	45	9324.84	15000	4554.60	70

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	922.78	74	2500	1120.56	45	9324.84	15000	4554.60	70
44-00	RENTALS AND LEASES	2003	.00	0	2211	.00	0	19750.00	22250	2500.00	89
44 **	RENTALS AND LEASES	2003	.00	0	2211	.00	0	19750.00	22250	2500.00	89
45-00	INSURANCE	871	.00	0	1742	3167.77	182	.00	12228	9060.23	26
45 **	INSURANCE	871	.00	0	1742	3167.77	182	.00	12228	9060.23	26
46-00	REPAIRS & MAINTENANCE	7923	1609.30	20	10082	1609.30	16	5621.05	111522	104291.65	7
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3498	3518.78	101	6996	3518.78	50	918.54-	41977	39376.76	6
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11421	5128.08	45	17078	5128.08	30	4702.51	153499	143668.41	6
47-00	PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	22	.00	0	44	.00	0	.00	267	267.00	0
49-07	BAD DEBT EXPENSE	0	601.77-	0	0	834.96-	0	.00	0	834.96	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	601.77-	2735-	44	834.96-	1898-	.00	267	1101.96	313-
51-00	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	963	309.48	32	1926	344.38	18	2909.65	11564	8309.97	28
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	479	1491.62	311	958	1491.62	156	.00	19145	17653.38	8
52-33	EMPLOYEE HEALTH CENTER	294	4.82	2	588	14.46	3	4217.43	3528	703.89-	120
52 **	OPERATING SUPPLIES	1736	1805.92	104	3472	1850.46	53	7127.08	34237	25259.46	26
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	124	650.00	524	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	124	650.00	524	.00	750	100.00	87
55-00	TRAINING	400	1152.00	288	800	1152.00	144	.00	4800	3648.00	24
55 **	TRAINING	400	1152.00	288	800	1152.00	144	.00	4800	3648.00	24
56-15	IT-RELATED OPERATING EXP	0	460.00	0	0	460.00	0	1840.00	2760	460.00	83
56 **	TECHNOLOGY SYSTEMS	0	460.00	0	0	460.00	0	1840.00	2760	460.00	83
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	49994	886.10	2	89577	886.10	1	207136.15	589523	381500.75	35
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	49994	886.10	2	89577	886.10	1	207136.15	589523	381500.75	35
64-00	MACHINERY & EQUIPMENT	16431	.00	0	20342	.00	0	129181.97	196802	67620.03	66
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	16431	.00	0	20342	.00	0	129181.97	196802	67620.03	66
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	173739	109874.53	63	315266	154367.63	49	409443.20	2119537	1555726.17	27
GRAND	TOTAL *********										
		173739	109874.53	63	315266	154367.63	49	409443.20	2119537	1555726.17	27

Legislation Details (With Text)

File #:	21-817	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2021			**In control:**	City Council
On agenda:	1/11/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 11-30-2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2021
Agenda Date: January 11,2022
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of November 30, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 11/30/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,368,313.24	$ 10,969,154.00	$ 399,159.24	$ 399,159.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		697,756									
PW08SP	Paving										
Op. Rev.		300,000.00	10/26/2021	2021-104							
Project Manager:		7,443.40	contingency and other costs authorized								
account #	001-3510-541.63-00	292,556.60	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	VA Paving			FY2022	43800	292,556.60	$ 292,556.60		$ 292,556.60		
	PO# 78906					-					
		7,443									
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,207,834.31		$ 3,207,834.31		
	PO# 78969										
		320,783									
WS21OU	Ozone										
Op. Rev.		1,187,074.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Vortex Services			FY2021	43248	1,079,064.00	$ 1,079,064.00		$ 1,079,064.00		
	PO#78445										
		108,000									
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager: Tony Jones		27,373.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency								
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62		
				FY2021	43104	480,195.29	$ 480,195.29		$ 480,195.29		$ 80,721.58
	JRS Enterprises East Coast										
	PO #78317 and 78325										
		27,373									
WS21WS											
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 91,475.00	$ 106,475.00
	PO#78016			CO#1	43114	53,950.00					
		-									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 55,944.00	
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,407,684.00	$ 2,378,456.00	$ 29,228.00	$ 890,120.55	$ 882,812.20
	Contractor PO# 77691			FY2022	43970	29,228.00					
		208.617									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209.868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY21 cum	FY22 cum		
	Brandes Design-Build. Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build. Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build. Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								