Wireless Vehicle Contracts

Included In This Section:

- Mobile Communication Services Rates
- Verizon Contracts
- AT&T Contracts
- Sprint Contracts
- Mobile Devices Summary

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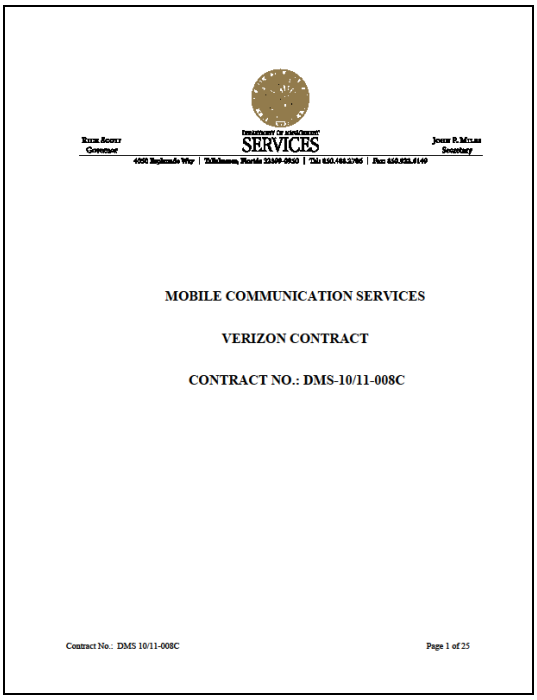
Mobile Communication Services Rates

(For document, see Appendix 28)

DMS - Mobile Communication Services Rates			
	AT&T Mobility	Sprint Solutions	Verizon Wireless
VOICE			
VOICE PER-MINUTE			
Per Minute Voice Rate	5.0¢ Nationwide Rate; $2.83 flat charge in addition to per minute usage	5.2¢ Florida Rate $5.15 minimum charge (includes 100 local &/or long distance minutes)	4.9¢ Nationwide Rate Includes 200 SMS messages
Per Minute Voice Rate *(Non-FL)* * calls initiated outside of FL	N/A	29.9¢	N/A
VOICE PLANS			
250 Min Voice Plan (Florida)	N/A	N/A	$20.60 4.1¢/min over 250; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
600 Min Voice Plan (Florida)	N/A	N/A	$30.90 4.1¢/min over 600; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
Unlimited Voice Plan (Florida)	N/A	$41.20 Unlimited PTT	$41.20 Unlimited PTT; 10.3¢/min domestic roaming outside of FL
100 Min Voice Plan (Nationwide)	$18.54 25¢/min over 100; unlimited MTM, N&W	N/A	N/A
250 Min Voice Plan (Nationwide)	N/A	$19.57 5.2¢/min over 250; unlimited MTM, PTT, N&W	$25.75 5.2¢/min over 250; unlimited MTM, PTT, N&W
300 Min Voice Plan (Nationwide)	$23.69 25¢/min over 300; unlimited MTM, N&W	$22.66 5.2¢/min over 300; unlimited MTM, PTT, N&W	N/A
500 Min Voice Plan (Nationwide)	N/A	$24.72 5.2¢/min over 500; unlimited MTM, PTT, N&W	N/A
600 Min Voice Plan (Nationwide)	$33.99 25¢/min over 600; unlimited MTM, N&W	N/A	$36.05 5.2¢/min over 600; unlimited MTM, PTT, N&W
1,000 Min Voice Plan (Nationwide)	$44.29 25¢/min over 1,000; unlimited MTM, N&W	$33.99 5.2¢/min over 1,000; unlimited MTM, PTT, N&W	N/A
Unlimited Voice Plan (Nationwide)	$51.50	$51.49 Unlimited PTT	$51.50 Unlimited PTT
POOLED VOICE PLANS			
250 Min Pooled Voice Plan (Nationwide)	N/A	$20.60 5.2¢/min over 250; unlimited MTM, PTT, N&W	N/A
300 Min Voice Plan	$24.72 25¢/min over 300; unlimited MTM, N&W	$23.69 5.2¢/min over 300; unlimited MTM, PTT, N&W	N/A
500 Min Pooled Voice Plan (Nationwide)	N/A	$25.75 5.2¢/min over 500; unlimited MTM, PTT, N&W	N/A

Verizon Contracts

(For document, see Appendix 29)



Rick Scott
Governor

Department Of Management
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Jonathan P. McLain
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MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

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

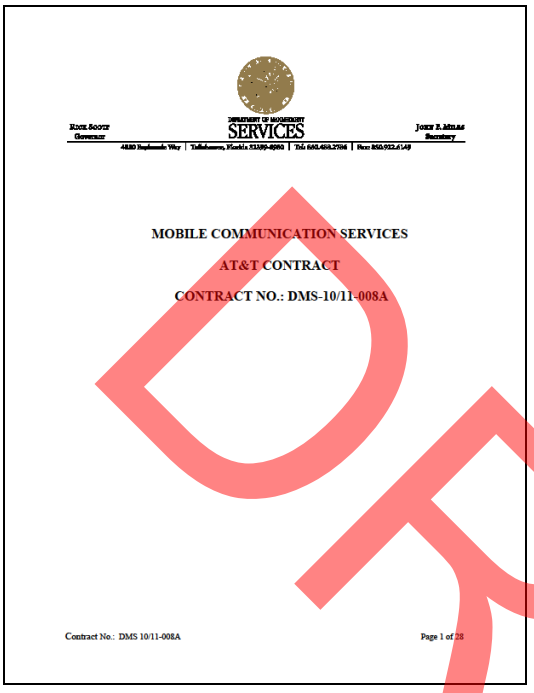
Contract No.: DMS 10/11-008C

Page 1 of 25

DRAFT

AT&T Contracts

(For document, see Appendix 30)



RICK SCOTT
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MOBILE COMMUNICATION SERVICES

AT&T CONTRACT

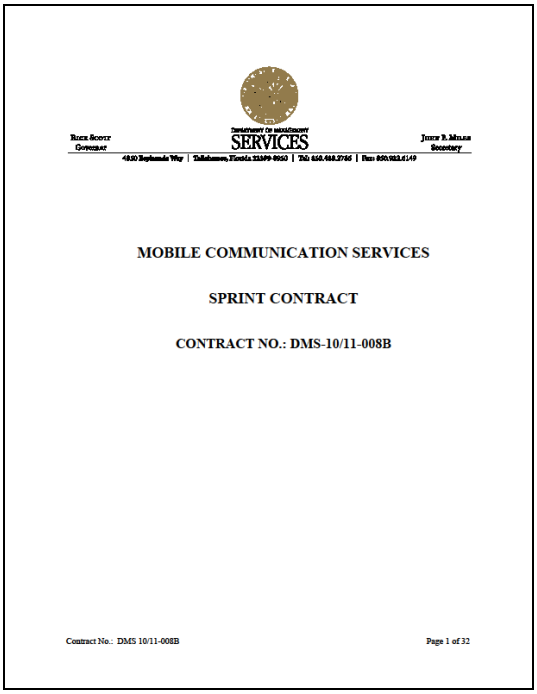
CONTRACT NO.: DMS-10/11-008A

Contract No.: DMS 10/11-008A

Page 1 of 28

Sprint Contracts

(For document, see Appendix 31)



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MOBILE COMMUNICATION SERVICES

SPRINT CONTRACT

CONTRACT NO.: DMS-10/11-008B

Contract No.: DMS 10/11-008B

Page 1 of 32

DRAFT

Mobile Devices Summary

(For document, see Appendix 32)

Mobile Devices Agency Reporting

	A	B						C						D						E	F	G
		Fiscal Year 2007-08						Fiscal Year 2008-09						Fiscal Year 2009-10								
	Department	FTE	Number of Blackberrys	Number of Cell Phones	Other (Aircards, Pagers Satellite Phones, VPN)	Total Devices	Total Annual Cost	FTE	Number of Blackberrys	Number of Cell Phones	Other (Aircards, Pagers Satellite Phones, VPN)	Total Devices	Total Annual Cost	FTE	Number of Blackberrys	Number of Cell Phones	Other (Aircards, Pagers Satellite Phones, VPN)	Total Devices	Total Annual Cost	% of FTE with Mobile Devices	Reported (Savings)/Cost All Years	Comments
1	Agency for Health Care Administration	1,726	162	386		548	195,371	1,696	162	386		548	145,377							32%	(49,994)	Did not report for FY 2009-10
2	Agency for Persons with Disabilities	3,793					216,517	3,541	95	442	150	687	275,339							19%	58,821	Agency did not track devices until 08-09 and only reported annual cost for 2007-08; did not report for FY 2009-10; the agency had a significant increase in wireless devices when they were tasked with appointing 125 other personnel staff to begin QSI (Questionnaire for Situational Information) field work that began January 1, 2008.
3	Agency for Workforce Innovation							1,376	99	80	11	170	63,580	1,518	81	48	11	140	55,155	9%	(8,425)	
4	Agriculture and Consumer Services							3,725	110	1,167	982	2,259	583,842	3,859	102	1,096	936	2,134	451,423	58%	(132,419)	
5	Business and Professional Regulation							1,590	175	669	131	974	364,545	1,561	170	591	131	892	353,45	56%	(11,095)	
6	Children & Family Services							13,160	2,194	2,957	642	5,793	1,736,554							44%	0	Agency only reported for 2008-09 and did not report savings.
7	Citrus							35	35	7		27	15,824	68	35	5		25	13,824	34%	(1,200)	
8	Community Affairs							35	38	7	6	51	27,802	346	34	7	3	44	18,936	13%	(8,870)	
9	Emergency Management							139	96	393	53	544	166,375	136	96	393	53	544	111,656	400%	(53,715)	304 devices not active - used by response and recovery team following a disaster - devices maintained at no cost - Ratio w/out the 304 devices is 178%
10	Corrections							28,160	68	7,042	578	7,688	842,206	32,522	76	8,268	574	8,938	670,866	23%	(171,340)	
11	Education							2,700	350	75	99	524	196,450	3,449	206	51	75	326	114,523	13%	(83,027)	
12	Board of Governors							53	20		3	23	10,508	53	9		3	12	6,108	23%	(4,400)	
13	Elder Affairs							418	29	207	53	289	53,471	427	29	207	53	289	53,471	68%	0	Agency only reported for 2008-09 - devices are currently in use
14	Environmental Protection							3,575	17	1,422	397	1,836	446,946	3,559	15	1,317	381	1,713	449,948	48%	(206,802)	206,802 saved from FY 06-07 to FY 08-09; did not report total estimated cost nor savings for 2009-10
15	Financial Services							2,861	261	528	357	1,142	557,588	2,794	141	472	317	930	348,574	33%	(210,266)	
16	Fish and Wildlife Conservation Commission							1,946	162	836	778	1,776	773,629	1,947	151	715	591	1,457	637,704	75%	(136,224)	
17	Governor's Office							307	60	3	53	115	61,854	326	66	4	15	87	43,737	27%	(18,117)	
18	Health	25,325	1,632	1,124	330	2,986	2,706,353	15,812	1,632	1,124	236	2,992	2,483,506							19%	(236,847)	Agency did not report for FY 2009-10
19	Highway Safety and Motor Vehicles							4,412	298	361	53	712	312,403	4,594	292	344	38	674	199,403	15%	(53,000)	
20	Justice Administration Commission																					No report received
21	Juvenile Justice							4,343	462	1,791		2,253	922,523	4,856	534	1,417		1,956	737,993	40%	(184,529)	
22	Law Enforcement							1,987	428	552	201	1,181	542,535	1,791	425	434	188	1,047	421,335	59%	(121,200)	
23	Legal Affair and Attorney General													1,132	86	226	83	397	122,614	30%	0	Simulated 1 blackberry upon agency review
24	Lottery							436	52	222	4	278	62,630	438	53	237	14	304	62,500	69%	(130)	110 phones not used and not paid for unless activated - ratio w/out the 110 devices is 44%
25	Management Services							960	215	138	219	573	268,853	1,000	185	115	166	466	169,305	47%	(99,578)	
26	Administrative Hearings							266	5	3		7	4,500	267	5	3	4	7	4,500	3%	0	
27	Military Affairs							334	14	46	7	67	61,156	340	17	46	13	76	43,216	21%	(17,939)	
28	Parole Commission							131	4	10		14		130		24	4	30		23%		
29	Public Service Commission							331	4	10	34	80	30,148	326	4	10	34	80	30,148	24%	0	Reduced 13 devices; agency doesn't know the savings.
30	Revenue											545		5,178	46	44	468	558		11%	0	
31	State							400	53	51		104	24,546	439	53	38		91	24,996	21%	450	
32	State Courts												52,748	4,326		59	11	66		2%	(65,994)	Saved $65,994 from FY 2007-08 to FY 2008-09
33	Transportation							7,440	429	2,626	791	4,368	695,266	7,426	344	2,364	574	3,912	556,128	51%	(139,041)	
34	Veterans Affairs	509		54	11	65	7,403	413		54	11	65	8,618							7%	1,615	did not report for FY 2009-10
																			Total Net Savings		(1,893,719)	

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Exhibit 28

DMS - Mobile Communication Services Rates			
	AT&T Mobility	**Sprint Solutions**	**Verizon Wireless**
VOICE			
VOICE PER-MINUTE			
Per Minute Voice Rate	**5.0¢** Nationwide Rate; $2.83 flat charge in addition to per minute usage	**5.2¢** Florida Rate $5.15 minimum charge (includes 100 local &/or long distance minutes)	**4.9¢** Nationwide Rate Includes 200 SMS messages
Per Minute Voice Rate *(Non-FL)* * calls initiated outside of FL	N/A	**29.9¢**	N/A
VOICE PLANS			
250 Min Voice Plan (Florida)	N/A	N/A	**$20.60** 4.1¢/min over 250; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
600 Min Voice Plan (Florida)	N/A	N/A	**$30.90** 4.1¢/min over 600; unlimited MTM, PTT, N&W; 10.3¢/min domestic roaming outside of FL
Unlimited Voice Plan (Florida)	N/A	**$41.20** Unlimited PTT	**$41.20** Unlimited PTT; 10.3¢/min domestic roaming outside of FL
100 Min Voice Plan (Nationwide)	**$18.54** 25¢/min over 100; unlimited MTM, N&W	N/A	N/A
250 Min Voice Plan (Nationwide)	N/A	**$19.57** 5.2¢/min over 250; unlimited MTM, PTT, N&W	**$25.75** 5.2¢/min over 250; unlimited MTM, PTT, N&W
300 Min Voice Plan (Nationwide)	**$23.69** 25¢/min over 300; unlimited MTM, N&W	**$22.66** 5.2¢/min over 300; unlimited MTM, PTT, N&W	N/A
500 Min Voice Plan (Nationwide)	N/A	**$24.72** 5.2¢/min over 500; unlimited MTM, PTT, N&W	N/A
600 Min Voice Plan (Nationwide)	**$33.99** 25¢/min over 600; unlimited MTM, N&W	N/A	**$36.05** 5.2¢/min over 600; unlimited MTM, PTT, N&W
1,000 Min Voice Plan (Nationwide)	**$44.29** 25¢/min over 1,000; unlimited MTM, N&W	**$33.99** 5.2¢/min over 1,000; unlimited MTM, PTT, N&W	N/A
Unlimited Voice Plan (Nationwide)	**$51.50**	**$51.49** Unlimited PTT	**$51.50** Unlimited PTT
POOLED VOICE PLANS			
250 Min Pooled Voice Plan (Nationwide)	N/A	**$20.60** 5.2¢/min over 250; unlimited MTM, PTT, N&W	N/A
300 Min Voice Plan	**$24.72** 25¢/min over 300; unlimited MTM, N&W	**$23.69** 5.2¢/min over 300; unlimited MTM, PTT, N&W	N/A
500 Min Pooled Voice Plan (Nationwide)	N/A	**$25.75** 5.2¢/min over 500; unlimited MTM, PTT, N&W	N/A

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DMS - Mobile Communication Services Rates			
	AT&T Mobility	**Sprint Solutions**	**Verizon Wireless**
600 Min Voice Plan	**$35.02** 25¢/min over 600; unlimited MTM, N&W	N/A	N/A
1,000 Min Voice Plan	**$45.32** 25¢/min over 1,00; unlimited MTM, N&W	**$35.02** 5.2¢/min over 1,000; unlimited MTM, PTT, N&W	N/A
6,000 Min Voice Plan	**$133.90** 25¢/min over 6,000; unlimited MTM, N&W	N/A	N/A
DATA			
PER MB; ALL DATA			
Per MB Data Rate	**30¢** $2.83 flat charge in addition to per MB usage	**4.1¢** $20.60 minimum charge for Blackberry/Smartphone (500MB), $25.75 minimum charge for Aircards (500MB)	**9.9¢**
BLACKBERRY/SMARTPHONE DATA - PLANS			
500 MB Plan	N/A	**$20.60** 4.1¢/MB over 500; maximum charge $25.75 $10.30 premium for specified devices	**$15.45** 0.849¢/MB over 500; Unlimited messaging if bundled with available voice plan
1,000 MB Plan	N/A	N/A	**$20.60** 0.849¢/MB over 1,000; Unlimited messaging if bundled with available voice plan
2,000 MB Plan	**$20.60** $10.00 for additional 1 GB	N/A	**$23.69** 0.849¢/MB over 2,000; Unlimited messaging if bundled with available voice plan
Unlimited Data Plan	**$23.69**	**$25.75** * This plan is $20.60 when bundled with voice services; $10.30 premium for specified devices	**$32.96** Unlimited messaging & Tethering if bundled with available voice plan
TABLET DATA - PLANS			
500 MB Plan	N/A	N/A	**$20.60** 0.849¢/MB over 500
1,000 MB Plan	N/A	**$20.60** 4.1¢/MB over 1,000; Add'l charge of 26¢/MB off-network over 100 MB	**$25.75** 0.849¢/MB over 1,000
2,000 MB Plan	N/A	**$30.90** 4.1¢/MB over 2,000; Add'l charge of 26¢/MB off-network over 100 MB	**$30.90** 0.849¢/MB over 2,000
5,000 MB Plan	**$33.99** 5¢/MB over 5,000	**$41.20** 4.1¢/MB over 5,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A

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DMS - Mobile Communication Services Rates			
	AT&T Mobility	**Sprint Solutions**	**Verizon Wireless**
6,000 MB Plan	N/A	**$36.04** 4.1¢/MB over 6,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A
12,000 MB Plan	N/A	**$82.39** 4.1¢/MB over 12,000; Add'l charge of 26¢/MB off-network over 300 MB	N/A
Unlimited Data Plan	N/A	**$36.04** * Acceptable usage; Add'l charge of 26¢/MB for roaming over 300 MB	**$36.05**
AIRCARD DATA - PLANS			
500 MB Plan	N/A	**$25.75** 4.1¢/MB over 500; Add'l charge of 26¢/MB for roaming over 300 MB	**$20.60** 0.849¢/MB over 500; Unlimited SMS Messaging
1,000 MB Plan	N/A	**$30.89** 4.1¢/MB over 1,000; Add'l charge of 26¢/MB for roaming over 300 MB	**$25.75** 0.849¢/MB over 1,000; Unlimited SMS Messaging
2,000 MB Plan	N/A	**$35.01** 4.1¢/MB over 2,000; Add'l charge of 26¢/MB for roaming over 300 MB	**$30.90** 0.849¢/MB over 2,000; Unlimited SMS Messaging
5,000 MB Plan	**$33.99** 5¢/MB over 5,000	N/A	N/A
*** Unlimited MB Plan**	**$36.05** Potential for throttling over 5 GB	N/A	N/A
Unlimited Data Plan	**$41.19**	**$36.04** * Acceptable usage; Add'l charge of 26¢/MB for roaming over 300 MB	**$36.05** Unlimited SMS Messaging
OTHER VOICE/DATA PLANS			
	$49.44 300 Nationwide Min, unlimited MTM, N&W, data, & texting; 25¢/min over 300	**$44.28** 300 Nationwide Min; Unlimited MTM, N&W, & PTT; 5.2¢/MB over 400; Add'l charge of 2.1¢/MB roaming; 6.2¢/min over 300; 21¢/domestic message over 200	**$36.05** Unlimited Blackberry/Smartphone data, SMS Messaging, N&W, MTM, PIX, FLIX; All other minutes at 5.2¢
	N/A	**$48.40** 400 Nationwide Min; Unlimited MTM, N&W, & PTT; 5.4¢/MB over 2G of Internet/Email; Add'l charge of 2.1¢/MB roaming; 6.2¢/min over 400; 21¢/message over 200	N/A
	N/A	**$51.49** 400 Nationwide Min; Unlimited MTM, N&W, Internet/Email & Messaging; Add'l charge of 2.1¢/MB roaming; 6.2¢/min over 400	N/A

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DMS - Mobile Communication Services Rates			
	AT&T Mobility	Sprint Solutions	Verizon Wireless
	N/A	**$51.49** 400 Shared, Nationwide Min; Unlimited MTM, N&W,Internet/Email & Messaging; Add'l charge of 2.1¢/MB roaming; 26¢/min over 400; 24 Month Commitment Req.	N/A
	$58.71 300 Nationwide Min, unlimited MTM, N&W, texting & data with tethering; $10/GB over 4; 25¢/min over 300	**$51.49** 400 Nationwide Min; Unlimited MTM, N&W, 2-Way Text Messaging, & Blackberry Data; 26¢/min over 400	N/A
	N/A	**$51.49** 400 Shared, Nationwide Min; Unlimited MTM, N&W, 2-Way Text Messaging, & Pro Pack; 26¢/min over 400	N/A
	$61.80 600 Nationwide Min, unlimited MTM, N&W, data, & texting; 25¢/min over 600	N/A	N/A
	$72.10 1,000 Nationwide Min, unlimited MTM, N&W, data, & texting; 25¢/min over 1,000	**$66.94** 1,000 Shared, Nationwide Min; Unlimited MTM, N&W, 2-Way Text Messaging, & Blackberry Data; 26¢/min over 1,000	N/A
	N/A	**$66.94** 1,000 Shared, Natiowide Min; Unlimited MTM, N&W, 2-Way Text Messaging, & Pro Pack; 26¢/min over 1,000	N/A
	$159.65 6,000 Nationwide Min, unlimited MTM, N&W, data, & texting; 25¢/min over 6,000	N/A	N/A
	$71.07 600 Nationwide Min, unlimited MTM, N&W, texting & data with tethering; $10/GB over 4; 25¢/min over 600	N/A	N/A
	$81.37 1,000 Nationwide Min, unlimited MTM, N&W, texting & data with tethering; $10/GB over 4; 25¢/min over 1,000	N/A	N/A
	$168.92 6,000 Nationwide Min, unlimited MTM, N&W, texting & data with tethering; $10/GB over 4; 25¢/min over 6,000	N/A	N/A

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DMS - Mobile Communication Services Rates			
	AT&T Mobility	**Sprint Solutions**	**Verizon Wireless**
ALL INCLUSIVE PLAN			
	N/A	**$72.10** Unlimited nationwide calling; unlimited messaging; Blackberry unlimited email & Web Plan (BES) or Nextel Pro Pack; $10.30 premium for specified devices	**$72.10** Unlimited nationwide calling; unlimited messaging; 5 GB of data/tethering
TELEMETRY (Machine-to-Machine)			
1 MB Plan w-Pooling	**6.18** $5.00/MB over 1	**$4.12** $3.09/MB over 1 Pooling Restrictions	**$5.00** $2.50/MB over 1
2 MB Plan w-Pooling	**$9.27** $5.00/MB over 2	**$5.15** $3.09/MB over 2 Pooling Restrictions	N/A
3 MB Plan w-Pooling	**$11.33** $5.00/MB over 3	N/A	N/A
4 MB Plan w-Pooling	**$13.39** $5.00/MB over 4	N/A	N/A
5 MB Plan w-Pooling	**$15.45** $5.00/MB over 5	**$6.18** $3.09/MB over 5 Pooling Restrictions	**$7.00** $2.50/MB over 5
10 MB Plan w-Pooling	**$18.54** $5.00/MB over 10	**$8.24** $3.09/MB over 10 Pooling Restrictions	N/A
25 MB Plan w-Pooling	N/A	**$10.30** $3.09/MB over 25 Pooling Restrictions	N/A
50 MB Plan w-Pooling	N/A	**$12.36** $3.09/MB over 50 Pooling Restrictions	N/A
100 MB Plan w-Pooling	N/A	**$16.48** $3.09/MB over 100 Pooling Restrictions	**$15.00** $2.50/MB over 100
500 MB Plan w-Pooling	N/A	**$21.63** $3.09/MB over 500 Pooling Restrictions	**$20.00** $2.50 MB over 500 * Pooling premium of $10.00 per line
1 GB Plan w-Pooling	N/A	**$26.78** $3.09/MB over 1 GB Pooling Restrictions	N/A
2 GB Plan w-Pooling	N/A	**$31.93** $3.09/MB over 2 GB Pooling Restrictions	N/A
5 GB Plan w-Pooling	N/A	**$49.44** $3.09/MB over 5 GB Pooling Restrictions	N/A

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DMS - Mobile Communication Services Rates			
	AT&T Mobility	**Sprint Solutions**	**Verizon Wireless**
MESSAGING			
Per SMS Message Rate	N/A	**4.1¢** Minimum charge of $5.15 for voice service applies in the absence of a data plan	**2.0¢**
Per MMS Message Rate	N/A	N/A	**5.0¢**
200 Messages (SMS/MMS)	**$2.06** 10¢/message over 200	N/A	N/A
300 Messages (SMS/MMS)	N/A	**$1.03** 4.1¢/message over 300	**$2.00** 5¢/message over 300
500 Messages (SMS/MMS)	N/A	**$2.06** 5.2¢/message over 500	**$3.00** 5¢/message over 500
Unlimited Messages (SMS/MMS)	**$5.15**	**$5.15**	**$7.00**
OTHER			
Monthly Push-to-Talk Subscription; CDMA	N/A	**$10.30** Includes unlimited N&W, MTM; other calls billed at 5.2¢/minute	**$10.00** Unlimited PTT & MTM
Monthly Tethering Premium	$9.27 Available only w/Gov't Nation Voice Pooled Plan	**$10.30**	**$10.00**

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

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Exhibit 29

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MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

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

Contract 1.0 *MOBILE COMMUNICATION SERVICES AGREEMENT*

Contents

CONTRACT 1.0 MOBILE COMMUNICATION SERVICES AGREEMENT 2

CONTRACT 1.0 - DEFINITIONS 5

1.01 BUSINESS DAY 5
1.02 BUSINESS HOURS 5
1.03 DEPARTMENT. 5
1.04 END USER(S) 5
1.05 EVENTS OF DEFAULT 5
1.06 INTERNATIONAL DIALING 5
1.07 ITN 6
1.08 SERVICE(S) 6
1.09 SERVICE ACCOUNT. 6
1.10 SERVICE PROVIDER. 6
1.11 STATE 6
1.12 SUNCOM CLIENT(S) 6

CONTRACT 2.0 - TERM OF AGREEMENT 6

2.01 INITIAL TERM 6
2.02 RENEWAL TERM 6
2.03 TERMINATION BY THE DEPARTMENT FOR CONVENIENCE 6
2.04 TERMINATION BY SERVICE PROVIDER FOR UNFORESEEN CIRCUMSTANCES 6
2.05 TERMINATION FOR CAUSE 7
2.06 TERMINATION FOR NON-APPROPRIATION 7
2.07 TRANSITION AND TRANSITION SERVICES 7
2.08 CONTRACT DOCUMENTS 7

CONTRACT 3.0 - PROVISION OF SERVICE 7

3.01 GENERALLY 7
3.02 REPORTS 8
3.03 CUSTOMER CARE SERVICES 8
3.04 NO PRIVITY WITH END USERS OR SUNCOM CLIENTS 8
3.05 RIGHT TO DEACTIVATION OF UNUSED ACCOUNTS 8
3.06 DISCOUNTS 8

CONTRACT 4.0 - PRICING 8

4.01 RATES 8
4.02 RATE INCREASES 8
4.03 INTERNATIONAL DIALING CHARGES 9
4.04 METERING OF CALLS 9
4.05 METERING OF DATA USAGE 9
4.06 MINIMUM MONTHLY FEE (MMF) 9

CONTRACT 5.0 - EQUIPMENT 9

5.01 RESPONSIBILITY FOR OBTAINING EQUIPMENT 9
5.02 NETWORK COMPATIBILITY 9
5.03 EQUIPMENT LISTS AND CATALOGS 10
5.04 REPORTS OF END USER EQUIPMENT 10

DRAFT

CONTRACT 6.0 - BUSINESS PROCESS AND OPERATIONS 10

6.01 GENERALLY 10
6.02 WEEKLY CONFERENCE CALLS 10
6.03 HELPDESK 10
6.04 ESCALATION REQUIREMENTS 10
6.05 AUTHORIZED REPRESENTATIVES 11

CONTRACT 7.0 - TERMS OF PAYMENT 12

7.01 INVOICING OF CHARGES 12
7.02 PAYMENT OF CHARGES 12
7.03 TRANSACTION FEE 12
7.04 TAXES 12
7.05 DISPUTED CHARGES 12
7.06 PRORATION OF CHARGES 12
7.07 CHARGES RESULTING FROM LOST OR STOLEN DEVICES 13
7.08 RIGHT OF OFFSET 13

CONTRACT 8.0 - THE DEPARTMENT'S OBLIGATIONS 13

8.01 TRAINED STAFF 13
8.02 RESPONSIBILITY FOR ACTIONS OR OMISSIONS 13
8.03 RESPONSIBILITY FOR AGENTS 13
8.04 NO RIGHTS TO SERVICE PROVIDER'S FACILITIES OR INTELLECTUAL PROPERTY 13
8.05 NOTICE TO END USERS AND SUNCOM CLIENTS 13
8.06 PROTECTION OF SERVICE PROVIDER MARKS 14
8.07 CUSTOMER CHOICE 14
8.08 MONITORING OF DISCRETIONARY USER UTILIZATION 14

CONTRACT 9.0 - SERVICE PROVIDER'S OBLIGATIONS 14

9.01 NOTICE OF MATERIAL CHANGES IN SERVICE 14
9.02 PLANNED OUTAGES 14
9.03 UNFORESEEN OUTAGES 15
9.04 DEPARTMENT TEST ACCOUNTS 15
9.05 SUNCOM CLIENT TESTING AND EVALUATION 15
9.06 SECURITY AND CONFIDENTIALITY 15
9.07 PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE) 15
9.08 PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED. SECTION 413.036(3), FLORIDA STATUTES 15
9.09 E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION 16

CONTRACT 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES 16

10.01 FRAUD 16
10.02 MINIMIZE ABUSE 16
10.03 SUSPECTED ABUSE OR FRAUDULENT 16
10.04 FRAUDULENT USE OF SERVICES 16
10.05 DAMAGES RESULTING FROM ANY UNAUTHORIZED USE 16
10.06 INTERRUPT OR TERMINATE SERVICE 16

CONTRACT 11.0 - NO WARRANTIES 17

CONTRACT 12.0 - LIMITATIONS OF LIABILITY 17

CONTRACT 13.0 - INDEMNIFICATION 18

13.01 INDEMNIFICATION 18
13.02 CONDITIONS TO INDEMNIFICATION 18

DRAFT

CONTRACT 14.0 - DISPUTES **18**

CONTRACT 15.0 – MISCELLANEOUS **19**

15.01 Scrutinized Companies Lists 19
15.02 Annual Appropriations 19
15.03 Waiver 19
15.04 Public Records 19
15.05 Contractual Obligations 19
15.06 No Subcontracting 19
15.07 Notices 19
15.08 Force Majeure 20
15.09 Ethical Responsibilities 20
15.10 Compliance With Laws 20
15.11 E-Rate 21
15.12 Advertising 23
15.13 Assignment 23
15.14 Employees, Subcontractors, and Agents 23
15.15 Governmental Restrictions 23
15.16 Lobbying and Integrity 23
15.17 Warranty of Ability to Perform 24
15.18 Modification of Terms 24
15.19 *FHP and Associated or Similar Number 24
15.20 Successors and Assigns 25
15.21 Execution in Counterparts 25
15.22 Severability 25

Attachments:

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

DRAFT

MOBILE COMMUNICATION SERVICES AGREEMENT

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

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

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

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

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

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

Contract 1.0 - DEFINITIONS

1.01 **Business Day:** Means Monday through Friday, excluding State-observed holidays.

1.02 **Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.03 **Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.04 **End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.

1.05 **Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.06 **Internaional Dialing:** Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

DRAFT

1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.

1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.11 **State:** Means the State of Florida.

1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 **Initial Term**

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 **Renewal Term**

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 **Termination By the Department for Convenience**

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 **Termination By Service Provider for Unforeseen Circumstances**

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

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

2.05 Termination for Cause

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

2.06 Termination for Non-Appropriation

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

2.07 Transition and Transition Services

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

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

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

2.08 Contract Documents

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

A. Any Amendments to the Contract.

B. Contract and Exhibits 1 - 8.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

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

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3.02 Reports

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

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

3.03 Customer Care Services

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

3.04 No Privity With End Users or SUNCOM Clients

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

3.05 Right to Deactivation of Unused Accounts

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

3.06 Discounts

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

Contract 4.0- PRICING

4.01 Rates

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

4.02 Rate Increases

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

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4.03 International Dialing Charges

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

4.04 Metering of Calls

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

4.05 Metering of Data Usage

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

4.06 Minimum Monthly Fee (MMF)

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

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

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

5.02 Network Compatibility

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

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

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

(v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.

(vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

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

5.04 Reports of End User Equipment

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

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

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

6.02 Weekly Conference Calls

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

6.03 Helpdesk

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

6.04 Escalation Requirements

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

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6.05 Authorized Representatives

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

The Department's authorized representatives are as follows:

A. Contract Administrator

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

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

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

B. Contract Manager

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

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

C. SUNCOM Product Manager

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

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

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Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

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

7.02 Payment of Charges

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

7.03 Transaction Fee

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

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

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

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

7.04 Taxes

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

7.05 Disputed Charges

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

7.06 Proration of Charges

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

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7.07 Charges Resulting from Lost or Stolen Devices

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

7.08 Right of Offset

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

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

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

8.02 Responsibility for Actions or Omissions

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

8.03 Responsibility for Agents

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

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

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

8.05 Notice to End Users and SUNCOM Clients

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

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

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

8.06 Protection of Service Provider Marks

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

8.07 Customer Choice

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

8.08 Monitoring of Discretionary User Utilization

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

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

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

9.02 Planned Outages

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

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9.03 Unforeseen Outages

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

9.04 Department Test Accounts

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

9.05 SUNCOM Client Testing and Evaluation

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

9.06 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

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

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

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

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

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

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

9.09 E-Verify Employment Eligibility Verification

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

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

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

10.02 Minimize Abuse

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

10.03 Suspected Abuse or Fraudulent

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

10.04 Fraudulent Use of Services

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

10.05 Damages Resulting From Any Unauthorized Use

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

10.06 Interrupt or Terminate Service

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

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Contract 11.0 - NO WARRANTIES

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

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

Contract 12.0 - LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

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

13.02 Conditions to Indemnification

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

Contract 14.0 - DISPUTES

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

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

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Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

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

15.02 Annual Appropriations

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

15.03 Waiver

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

15.04 Public Records

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

15.05 Contractual Obligations

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

15.06 No Subcontracting

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

15.07 Notices

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

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

If to Service Provider:

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

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

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

15.08 Force Majeure

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

15.09 Ethical Responsibilities

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

15.10 Compliance With Laws

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

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

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 <u>E-Rate</u>

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

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

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

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

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

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2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

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

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

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

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

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

15.12 Advertising

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

15.13 Assignment

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

15.14 Employees, Subcontractors, and Agents

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

15.15 Governmental Restrictions

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

15.16 Lobbying and Integrity

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

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

15.17 Warranty of Ability to Perform

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

15.18 Modification of Terms

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

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

15.19 *FHP and Associated or Similar Number

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

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

January 20, 2012
Date

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

1-20-2012
Date

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

Todd Lucciano, Executive Director
Enterprise & Government

Date

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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

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

John P. Miles, Secretary

Date

Date

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

Todd Loccisano, Executive Director
Enterprise & Government

20-JAN-2012

Date

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EXHIBIT 1 – TECHNICAL REQUIREMENTS

DRAFT

Exhibit 1.0 *Verizon MCS Technical Requirements*

Contents

EXHIBIT 1.0 VERIZON MCS TECHNICAL REQUIREMENTS 1

1.01 Voice Services 3
1.02 Cellular Wireless Data Services Overview 3
1.03 Transmitted Data Security 5
1.04 Closed user Group 6
1.05 State Provided IP addresses (public and private) 7
1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private) 7
1.06 Service Provider Furnished Publically Routable IP Address Space 8
1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public) 8
1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme. 9
1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance 10
1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance 11
1.09 Wireless Cellular Router or WWAN Cellular Modem 12
1.10 Emergency Operations 12
1.11 Additional Security Features 13
1.12 Grade of Service 14
1.13 Wireless Data User Authentication 15
1.14 Wireless Data User Activity Logging 16
1.15 Text Message Broadcast Services 16
1.16 Messaging Logging Service 17
1.17 Geographical Device Tracking Service 18
1.18 Wireless Device Apps-Store 22
1.19 Coverage Maps (Voice and Data Web GUI) 23
1.20 Roaming 24
1.21 Network Neutrality 25
1.22 Priority Connect Services 26
1.23 Test Plan (applicable to wireless data component) 27
1.24 Data Monitoring Tool Suite 27
1.25 Voice Monitoring Tool Suite 28
1.26 Voice Handheld Devices 29
1.26.1 Minimum Requirements 29
1.27 Data Transmit Devices 29
1.28 Text Messaging-Only Devices 30
1.29 Helpdesk 30
1.30 Network Trouble Reporting. 32
1.31 Department Test Accounts. 33
1.32 SUNCOM Client Testing and Evaluation. 33
1.33 Weekly Conference Calls. 33
1.34 Operational and User Guide 33
1.35 Escalation Requirements 33
1.36 Planned Wireless Service Maintenance Notification 34
1.37 Unplanned Wireless Maintenance Notification 34
1.38 Unplanned Wireless Service Outage Notification 34
1.39 Hardware Shipment 34
1.40 Existing Wireless Data Customer Migration 34

DRAFT

1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

International calling is available when Verizon IDIAL is enabled on the account. By default IDIAL shall not be enabled, and must be enable via the DMS electronic service order. Blocking calls to and from the continental U.S. only is permissible if IDIAL is not present on the account; calls are limited to US and Canada. Currently, Canada roaming is not disabled by default. Nationwide Calling Plans are toll free nationwide. No blocking is available to Canada or for premium calls such as 411. Toll charges may apply. Incoming calls can originate anywhere in the world.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

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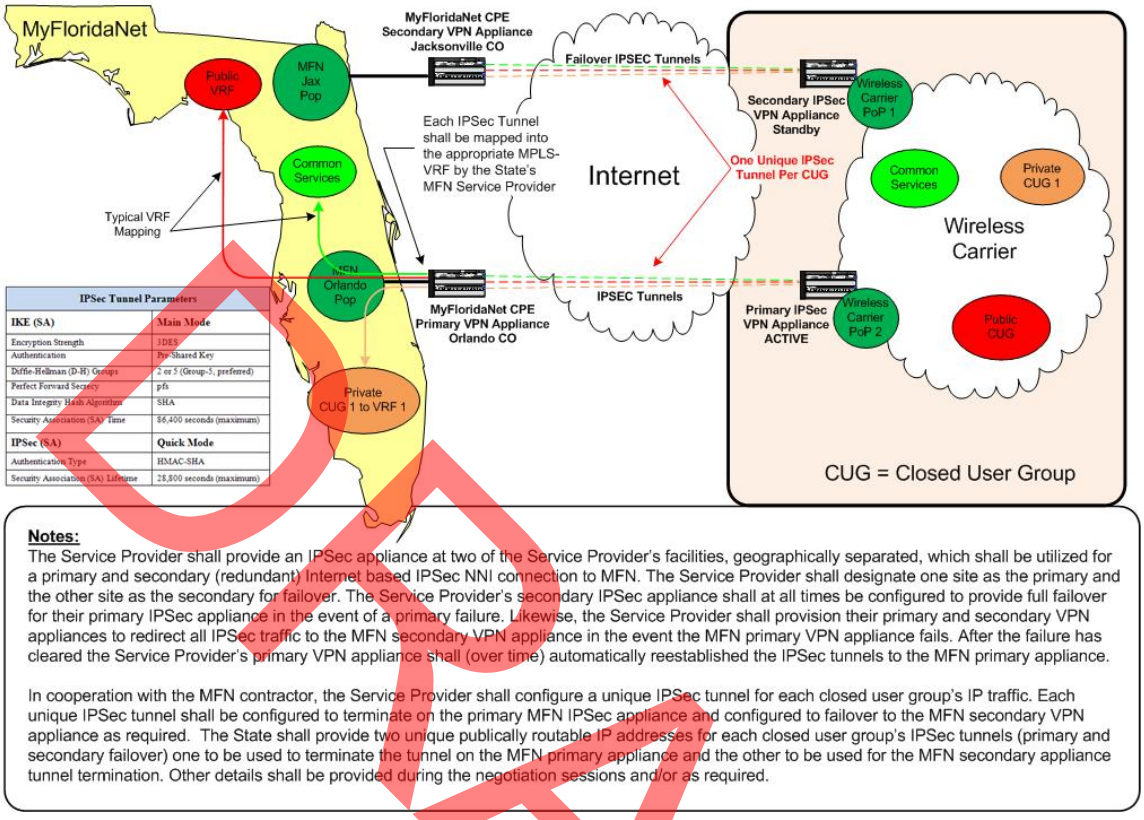
IPSec Internet Based NNI for Wireless Data Connectivity



IPSec Tunnel Parameters	
IKE (SA)	**Main Mode**
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellman (D-H) Groups	2 or 5 (Group-5, preferred)
Perfect Forward Secrecy	pfs
Data Integrity Hash Algorithm	SHA
Security Association (SA) Time	86,400 seconds (maximum)
IPSec (SA)	**Quick Mode**
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)

Notes:

The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

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Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall 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) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

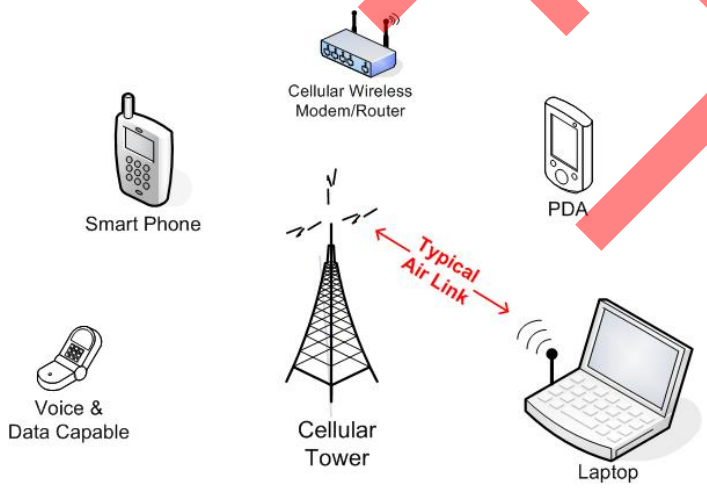
Verizon shall create and maintain closed user groups. The closed user shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each closed user group shall correlate to one unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

Verizon Wireless Private Network shall enable 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).

The inherent strengths of the security protocols embedded in CDMA technology secure shall secure state IP traffic on the Verizon network.

1.03 Transmitted Data Security

All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.



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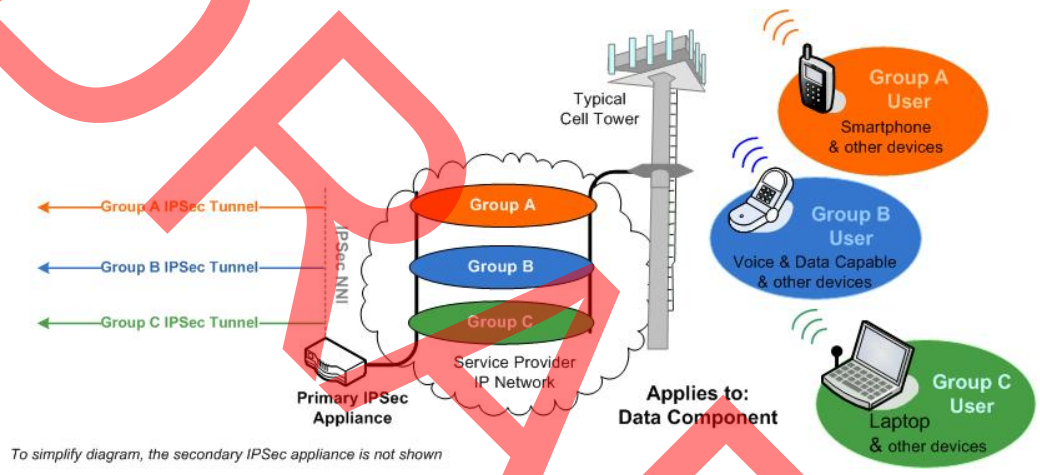
1.04 Closed user Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***(see below)" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required, DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

**** In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

Verizon Wireless will use 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.

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Verizon Wireless shall work with DMS to use the State's existing network to provide the network solution described.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

Note: ***Not all RFC 1918 private IP address space is available for use on the MFN network.***

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **permanently** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile-device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

Verizon shall allow DMS and/or the SUNCOM Client to provide the IP address subnet(s) which shall be assigned to their respective devices. The IP addresses may be private (following RFC 1918) or public if registered to DMS or the SUNCOM client in the ARIN database (Queried at http://whois.arin.net/ui).

1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. If private IP address space is utilized by the customer, Internet connectivity shall be

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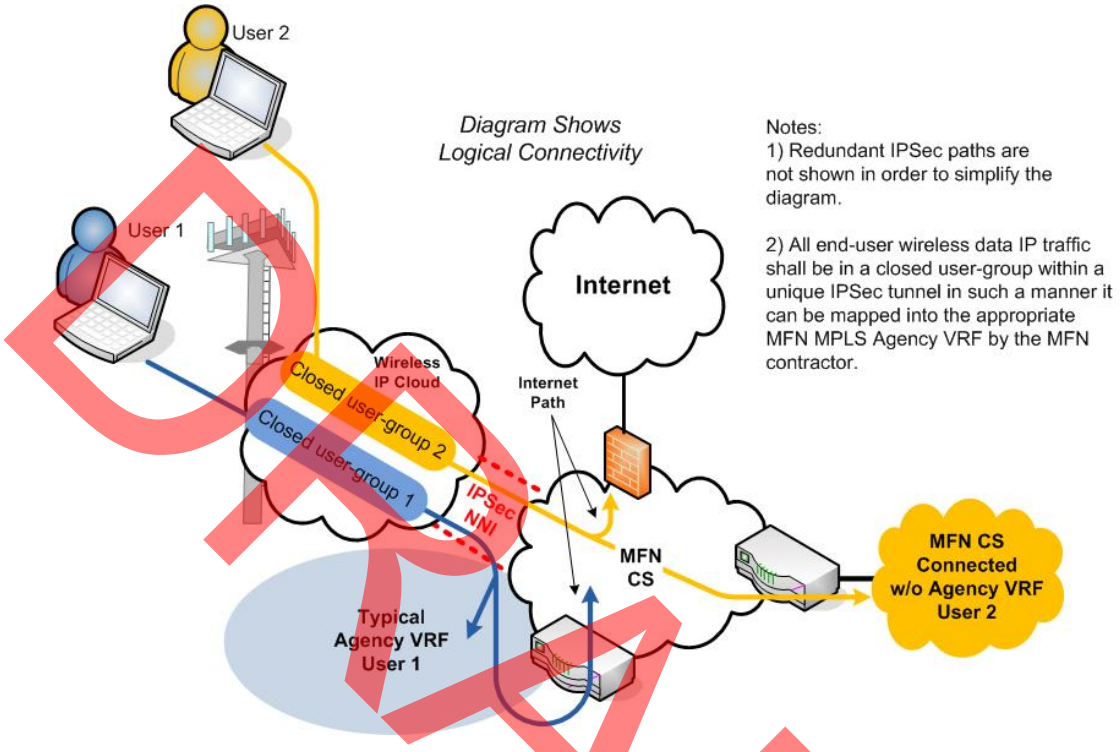
the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.



All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.

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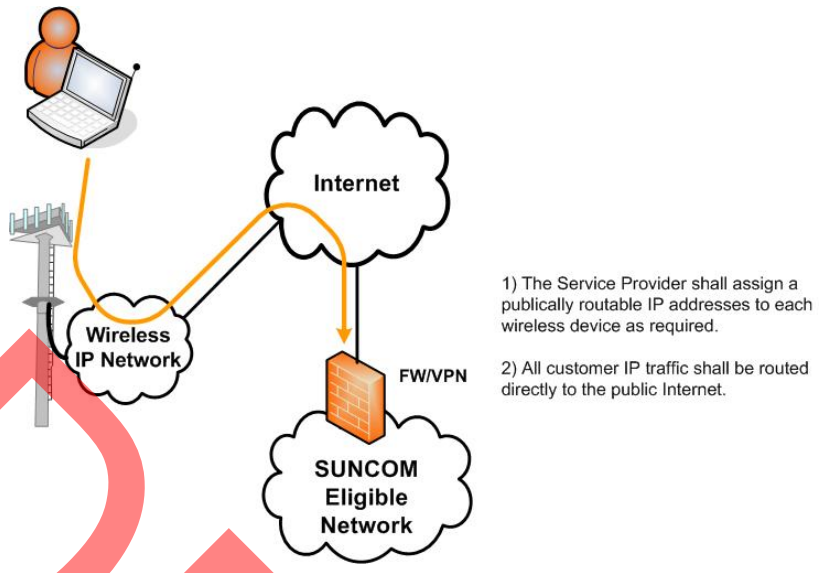

The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.

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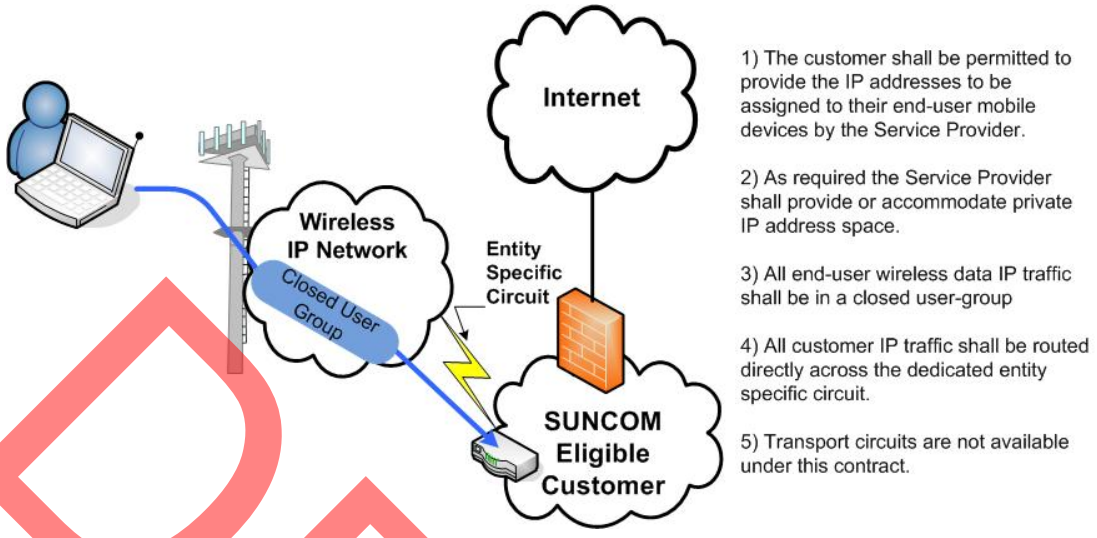

Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.*

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. DMS shall have "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics. The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

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The Service Provider's IPSec appliances (both primary and secondary) shall 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	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

Under normal circumstances all mobile data traffic will go through the Verizon Wireless primary EHA at Charlotte, NC to the MFN network. If the Primary EHA fails, all mobile data traffic will go through the secondary EHA at Nashville, TN to the MFN network.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the

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secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds. DMS shall have "READ-ONLY" access to the Service Provider's secondary NNI IPSec VPN appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to the VPN appliance to monitor its performance parameters. The Service Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method
k. Encryption Algorithm

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall 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 the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

Verizon shall offer a dynamic selection of mobile and fixed end WWAN routers.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. At no cost, the Service Provider shall deliver to ESF-2 the

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specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. The airtime shall be provided at no charge for a period not to exceed thirty (30) days. On the thirty first day the Service Provider shall be allowed, at their discretion, to initiate billing on any active device accumulating airtime (not dormant). On the thirty first day, the Service Provider shall follow the ESF-2 procedures to recover their non-billable hardware.

Verizon Wireless shall provide the State of Florida Emergency Operations Center, Emergency Support Function (2) (ESF-2) with up to one hundred (100) activated wireless devices or PC Cards (or any combination thereof consisting of 100 total devices) within 24 hours of receiving the ESF-2 request. Such devices or PC Cards will be chosen at the sole discretion of Verizon Wireless and may be refurbished. These devices shall be provided at no charge for monthly access and $0.00 per minute for a period of thirty days. On the thirty-first day, Verizon Wireless will initiate per minute billing of $0.052 for each device that is still active.

Note: To take advantage of WPS on the Verizon Wireless network authorized national security and emergency preparedness users must first apply to the National Communication System ("NCS") to receive this service by visiting the NCS' website at http://wps.ncs.gov/. Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the user's account (see section titled "Priority Connect Services" for more information).

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

All wireless data traffic is isolated throughout the Verizon Wireless network. Additionally, the core assets are security-hardened through both patching and close configuration management, and Verizon Wireless has careful operational controls to manage access among our internal staff.

Because each connection or call is encoded with a unique PN sequence, multiple users can share a single frequency band or channel. Each connection or call is kept isolated from others via PN sequence codes. CDMA2000 uses different PN sequences or encoding types in the generation of both the uplink and downlink sides of each connection. There are over 4.4 trillion different PN code combinations, making it very difficult to intercept a specific connection's PN sequence. These PN codes also change regularly to make code interception very difficult. As an added benefit, PN sequences allow for increased network access while increasing overall network security.

To secure the Verizon network, Verizon Wireless has developed and implemented the security best practices, enabling the company to offer a secure wireless environment to access mobile enterprise applications and data. Verizon Wireless combines technology, access policies, and services to help ensure that its customers' mobile workers have secure access to the data and applications they need, while minimizing outside security threats and possible attacks.

Verizon's 4G network, which will utilize Long Term Evolution (LTE) technology, LTE takes a layered approach to security. The strength in LTE access security is derived from:

- Secure storage – a device with credentials and secure data for accessing services provided by the mobile network.

DRAFT

- Mutual authentication – the network authenticates the user identity and the user equipment authenticates the network credentials.
- Root key length – 128-bit keys double the key strength and translate to requiring a significantly greater "level of effort" in attacking the algorithm.
- Security context – keys to encrypt signaling and user plane data are created for each data session.
- Integrity protection – integrity protection is used to verify the signaling has not been modified over the radio access interface and that the origin of signaling data is the one claimed.
- Airlink encryption – encryption is used to provide confidentiality, so that the user plane data or signaling cannot be overheard on the radio access interface.

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

At Verizon Wireless 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 Verizon 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.

Recognizing that reliable wireless service is critical to DMS, Verizon Wireless 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.

Verizon Wireless is pleased to offer the National Network Service Level Agreement Reporting program. This program offers DMS the ability to receive monthly reports that illustrate our continued commitment to providing the nation's most reliable network. All performance metrics, measured against applicable targets, are reported as "Pass/Fail", with actual metrics reported for missed targets. All reported metrics are measured on a 24x7 basis, including periods of normal network maintenance, and reported nationally as a monthly average.

Verizon shall provide DMS a monthly performance reports by the twentieth (20th) of each month which includes the following information:

Voice:

- Call Set Up Success: greater than or equal to 98.0%.
- Lost Calls: less than or equal to 2.0%.

1X Data:

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- Session Set Up Success: greater than or equal to 98.0%.
- Dropped Sessions: less than or equal to 2.0%.
- Average User Data Rate (downlink): greater than or equal to 80 Kbps.
- Average User Data Rate (uplink): greater than or equal to 80 Kbps.
- Latency (roundtrip radio link): less than or equal to 400 milliseconds.

EV-DO Data:

- Session Set Up Success: greater than or equal to 98.0%.
- Dropped Sessions: less than or equal to 2.0%.
- Average User Data Rate (downlink): greater than or equal to 750 Kbps.
- Average User Data Rate (uplink): greater than or equal to 500 Kbps.
- Latency (roundtrip radio link): less than or equal to 150 milliseconds.

Short Message Service (SMS):

- Text Message Delivery: Delivery within 20 seconds, greater than or equal to 98.0% of the time.

Cell Site Availability:

- Availability greater than or equal to 99.9%.

With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall the failure to meet the stated service goals contained in the National Network Service Level Agreement Reporting program subject Verizon Wireless to any penalties or damages of any kind.

Note: The report(s) provided under this section contains Verizon Wireless confidential information and is/are protected by the Verizon agreed confidentiality terms and conditions.

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

Verizon Wireless maintains physical, electronic and procedural safeguards to protect the security of the Verizon internal systems.

Verizon Wireless secures state information on our network by:

- Employing strong user authentication technology to make certain that only authorized devices connect to the Verizon Wireless network and systems.
- Implementing internal and external security procedures to guard our networks and applications against unauthorized access.

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1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event.

(a.) The actual date and time of connection initiation,

(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,

(c.) closed user group name (or other) the wireless user is assigned to,

(d.) IP address assigned to the device for connected session,

(e.) total uplink data amount (in bits) transmitted over the connected duration,

(f.) total downlink data amount (in bits) received over the connected duration,

(g.) duration time (in minutes) of the connected session,

(h.) wireless device's associated ten (10) digit phone number,

(i.) account number associated with the transmit/receive wireless device, and

(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

Verizon Wireless shall meet this requirement by offering the Verizon Enterprise Center (VEC) portal which shall provide DMS with real time user data. Using the VEC DMS shall have the capability to monitor device usage and connection status, generate current and historical reports on device usage and provisioning, and set up notifications to be triggered when a specific event occurs or when a predefined threshold is exceeded.

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of

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cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

Verizon Wireless Enterprise Messaging shall be offer by Verizon to meet this requirement. This product is designed for both large/small business and government agencies including public safety entities to deliver high volume text messages reliably to users on the Verizon network. Verizon Wireless has been working on broadcast SMS service for the WARN ACT. This service is strictly designed for sending out broadcast alerts for immanent life or property threats per WARN ACT.

In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Verizon Wireless shall work with DMS to identify other viable products and services as they become available in the future.

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifier, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers.

(a.) Minimum Identifiers, Content and Network:

(b.) Handheld device identifiers;

(c.) associated user account number;

(d.) message send date/time;

(e.) message receive date/time;

(f.) message content, sent;

(g.) message content, receive;

(h.) wireless network identifier;

(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

Verizon Wireless offers Enterprise Message an alternative solution this requirement. This product with a Web based self service portal that customers can view and down load the message reports (logs) in various formats (text, CVS, Microsoft Excel). Verizon Enterprise Messaging has the ability to store up to 60 day detailed logs and up to 12 months traffic and status reports. Verizon

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Wireless Enterprise Messaging is part of the Verizon network. Enterprise Messaging logs can only capture the messages flowing through Enterprise Messaging in/out to Verizon Wireless network. This may fulfill some of DMS's requirements, but not all. Verizon Wireless shall work with DMS to identify specific needs. In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Enterprise Messaging Access Gateway (EMAG)	
Messaging Logging Fields	Enterprise Messaging Logging
Handheld device identifiers	Yes
Associated user account number	Yes
Message send date/time	Yes
Message receive date/time	Yes
Message content, sent	Yes
Message content, receive	Yes
Wireless network identifier	Yes

For SMS messaging, DMS shall waive (not require) items f and g (in the list above) until the Service Provider's elects to enable that capability on their network.

Short Message Service (SMS)	
Messaging Logging Fields	SMS Logging
Handheld device identifiers	Yes
Associated user account number	Yes
Message send date/time	Yes
Message receive date/time	Yes
Message content, sent	No
Message content, receive	No
Wireless network identifier	Yes

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible; the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol, daily and/or upon request.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

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The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier
2. Start-Stop times
3. Sampling frequency

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equals the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

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A third-party solution is acceptable as long as the third party is accountable to the awarded Service Provider and the regular monthly invoice is from the awarded Service Provider and not from the third party vendor. A separate award shall not be made for the geographical device tracking service.

Exception with clarification: Verizon Wireless has a suite of location based services for both asset tracking and personnel tracking. These solutions are extremely robust and provide real time tracking and logging. In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Field Force Manager is a comprehensive mobile resource management solution that enhances information and process flow between field workers and the office thereby increasing productivity and efficiency. It combines a handset application and a customer web portal that allows government customers to manage and monitor their mobile workforce from a centralized location. Field Force Manager uses Verizon Wireless' Location Based Services platform and operates across the Verizon Wireless' National Enhanced Coverage and Service Area.

With Field Force Manager, you can track field workers in near real-time, analyze employee time, and dispatch remote workers wirelessly. Customer service requests can be sent quickly to the nearest team member in the field. Additionally, field workers can submit time as well as job data back to the business office, receive job assignments, and get turn-by-turn driving directions to new jobs right from their wireless device.

Features

- Location and Tracking. Uses rich, detailed mapping to show the location and location history of field workers; provides location information when users clock in and out; shows where they are when they accept and complete jobs; creates an audit trail to validate job information for customers; and generates turn-by-turn driving directions.
- Electronic Timecards. Provides employees an automated way to capture their time, and gives employers the ability to export this information into many current payroll systems for processing and to analyze it.
- Editable Timecards. Web portal users now have the ability to correct the date/time of timecard shifts and breaks for employees
- Individual Worker Hours of Operation. Now instead of having the hours of operation apply to the whole company, you can set it for each individual worker or group of workers. Also control individual worker privacy features.
- Dispatch. Provides an automated way to manage customer service requests, dispatch field personnel and track job progress in near real-time through completion.
- Integration Web Services. The State can use our web service application programming interface (API) without additional fees. These APIs are used to take the information, such as timecard, location, job dispatch, as well as other data collected by the Field Force Manager application and integrate that information with current payroll, database or other back-end office system.
- At-a-Glance Report. This report provides Web portal users all of the key performance metrics tracked by Field Force Manager.

DRAFT

- Faster Delivery. Expedited delivery of job info, messages and locations to the handset.
    - Requires No Text block on account
    - Requires 3.0 client for feature phones/3.1 client for advanced devices

New Field Force Manager 3.0 Enhances Web portal capabilities include:

- Mapping enhancements including draggable maps, improved map zooming, and user-selectable map style
- More worker actions shown on maps
- Hierarchical group structure
- Group-specific forms and locations
- Work-zone configuration improvements.

New Field Force Manager Client improvements include:

- Picture capture into a Field Force Manager form (Field Force Premium only)
- Spanish language menu option
- Improved text-based driving directions (Field Force Manager Basic only) fastest, shortest, avoid freeways, etc.
- Enhanced activation (zero button client activation, immediate GPS send upon client activation)

Fleet Administrator[SM]

Verizon Wireless offers Fleet Administrator[SM], an automatic vehicle location (AVL) solution for managing a fleet of vehicles. It consists of a GPS-enabled vehicle tracking device, called the Qube, and a PC client application that accesses a hosted Fleet Administrator server via the Internet. Fleet Administrator is easy to deploy with minimal integration or customization and with known up-front cost.

With Fleet Administrator, you can easily locate, monitor, and manage government fleet from a desktop computer. The solution provides users with real-time and historic reporting on all vehicles to help the State reduce operating costs, increase worker productivity, streamline processes, and improve customer satisfaction.

Fleet Administrator allows for vehicle tracking, geofencing, 2-way communication to driver/operator, and integration with vehicle inputs via the 'ConEx Module' (this allows for diagnostics and sensor-related input to Fleet Administrator). Additionally, Fleet Administrator also offers an add-on module for navigation.

Fleet Administrator provides:

- Mapping - Increase productivity through real-time display of a vehicle's location on graphical maps using Google Maps.
- Vehicle Tracking and Status - Improve fleet efficiency by monitoring all vehicles' locations and status.
- Customer Sites - Monitor productivity of vehicles assigned to a particular area.
- Activity Reports - Improve vehicle utilization by analyzing a driver's or fleet's activity through dynamic and flexible reporting. Available reports include: customer site, mileage, activity, stops, trips, over-speed, and idle.

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- Geofence (a defined geographic area) Monitoring - Custom define a driver's territory. Reports can track travel inside the territory and provide reports and alerts for Geofence entries and exits.
- Maintenance Module - Allows customizable scheduled vehicle maintenance based on miles, run hours or dates.
- Enhanced Vehicle Grouping - Allows for multiple fleet viewing options.
- Enhanced Alerts - Includes new real-time over-speed and idle alerts.
- Over 30 different reports by vehicle and driver.
- Scheduled reporting – Reports can be scheduled to run daily, weekly, monthly.

Verizon Wireless shall work with DMS's technical staff to assist implementing advanced geographical location services.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

The Enterprise Private Storefront shall allow for the following:

- Private app storefront and catalog
- Ingest apps from multiple disparate sources
- Enterprise administration console
  - Define users and policies
  - Management
  - Distribution
  - Monetization and Billing
- Private storefront is OS, device and carrier agnostic (iOS, Android, BB)
- Supports in-market MDM solutions

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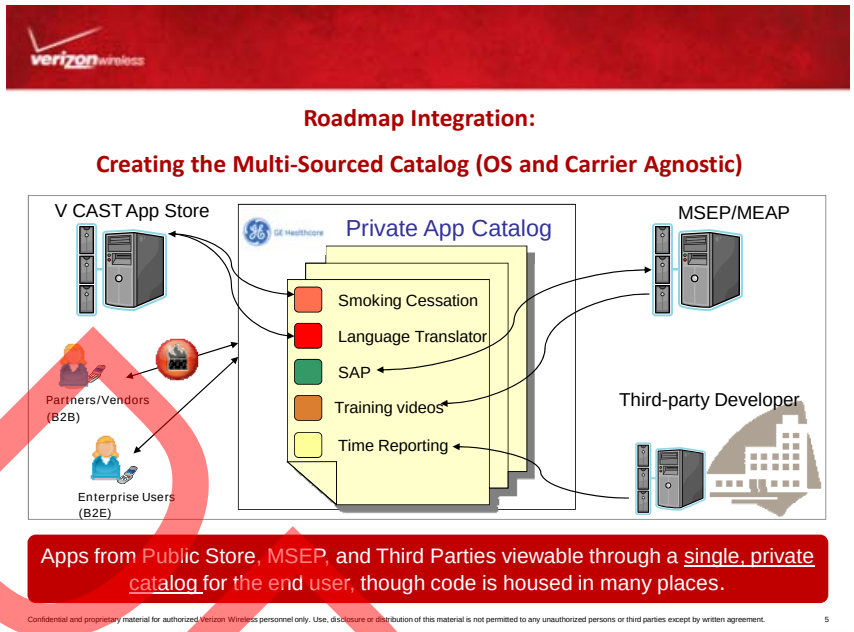

1.19 Coverage Maps (Voice and Data Web GUI)

Within forty five (45)-days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

The coverage maps shall include a statewide map and county-by-county maps, sixty-seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

DMS waives (not require) the requirement for static coverage as long as: Verizon provides and maintains a wireless coverage GUI on the public Internet accessible by DMS and the end customer.

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http://www.verizonwireless.com/b2c/CoverageLocatorController?requesttype=NEWREQUEST?p_url=coverage_map_demo&=CDinaBox&cm_ite=Roaming

Verizon Wireless offers the Enterprise Customer Mapping Solution (ECMS) to DMS to meet the engineering map requirement. ECMS is a mapping tool that displays Verizon Wireless coverage by service type. Coverage outages are depicted for 1xRTT and EV-DO service only. ECMS provides data from an internal mapping and analysis tool that shall be made available to DMS under this contract. Coverage layers are updated quarterly.

Features of ECMS include:

- Web-enabled mapping display tool
- Coverage Out of Service (OOS) messages are received in 5 minute intervals
- Tabular and cartographic output
- Government customers will have secure access via VPN to the application
- Thin client, no downloads required
- Application allows zoom in, zoom out, zoom to last extent, zoom to full extent, panning
- Locate by address, city, state, county, ZIP Code
- Locate by coordinates
- Locate by proximity
- Measure tool – measure distance between 2 points
- Query Tool – for OOS alarms
- Legend for feature selection
- Create & print custom maps
- Spatial bookmarks

Note: *The ECMS service shall not be linked in any way to any performance measures, service level targets, penalties or remedies.*

1.20 Roaming

There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

Verizon Wireless has roaming agreements with other wireless providers that enable DMS customers to make and receive calls without incurring roaming charges in areas that are not currently part of the Verizon Wireless network. Verizon is a direct service provider of wireless services for the markets where they own and/or operate a cellular or Personal Communications Service (PCS) license in the U.S. State personnel devices shall be programmed with a preferred roaming list (PRL), which is a list of Verizon Wireless' roaming partners in order of preference. Verizon Wireless equipment is directed first to Verizon Wireless' network, and then to our preferred roaming partners' networks if the Verizon Wireless network is unavailable or in areas where Verizon Wireless does not currently provide service.

Note: *Verizon Wireless does not monitor or restrict roaming charges.*

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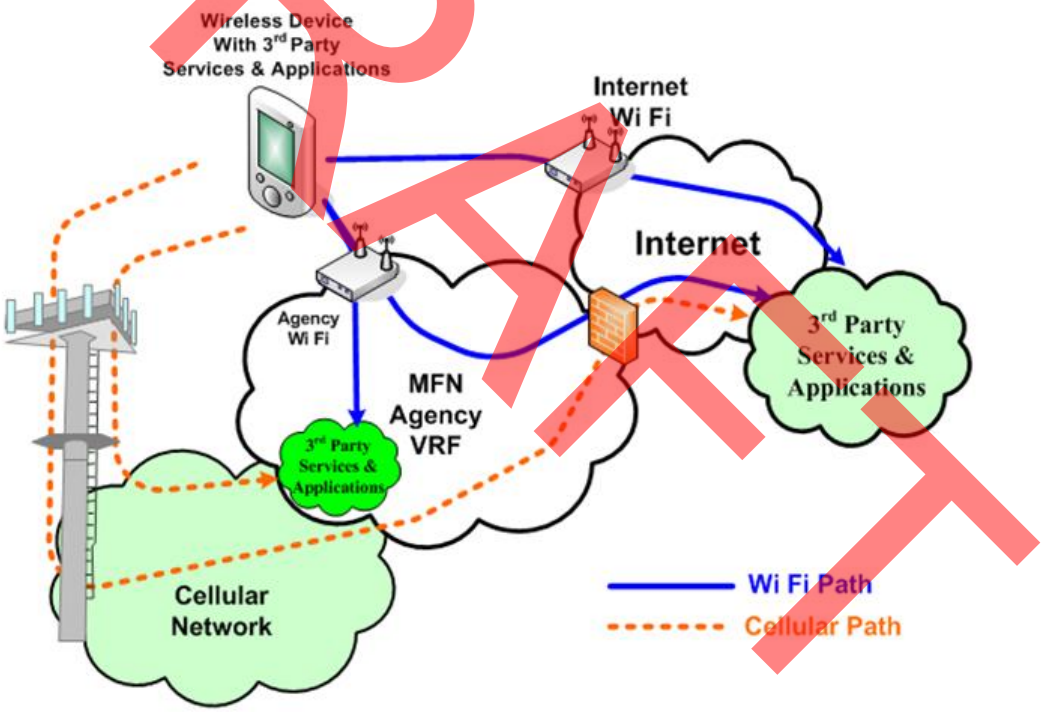
1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as: free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.



The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

October 22, 2009, the FCC initiated a proceeding in which it proposes to adopt so-called "net neutrality" rules that it describes as intended to preserve the openness of the Internet. The

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proposed rules would apply to all providers of broadband Internet access services, including commercial mobile radio service providers. The FCC proposes to adopt as rules four principles taken from a previous policy statement that applied to wireline broadband services, and to add two new requirements, all of which would be subject to the ability of network providers to engage in reasonable network management practices and to meeting the needs of law enforcement, public safety and national security. Specifically, the proposed rules would provide that a broadband Internet access provider: 1) may not prevent its users from sending or receiving lawful content over the Internet; 2) may not prevent its users from running or using lawful applications and services; 3) may not prevent its users from connecting to and using on its networks their choice of lawful devices that do not harm the network; 4) may not deprive its users of their entitlement to competition among network providers, applications, content or services; 5) must treat lawful content, applications or services in a nondiscriminatory manner; and 6) must disclose information on network management and other practices reasonably required for users and application, content and service providers to enjoy the protections of the rules. Any final rules that ultimately may be adopted, depending upon their scope and term, could have a significant adverse effect on our wireless broadband services.

To combat flooding the network with text messages, Verizon Wireless has the ability to limit the number of messages and subscribers accessing the network. If there are too many messages coming from one person or broadcast behavior is detected, this behavior, also known as "spamming", shall be prevented by blocking these messages.

1.22 Priority Connect Services

The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network. At this time, Verizon Wireless supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

To take advantage of WPS on the Service Provider Wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the NCS to receive this service, by visiting the NCS' website at http://wps.ncs.gov/ . Once NCS confirms eligibility, the NCS will then notify the Service Provider that the official request has been approved for WPS and that the service can be added to the user's account. Users may also contact the DMS Product Manager, the Service Provider's Account Manager or the WPS Activation and Support department at 877-262-2950 for further information. Additional information regarding the WPS program can be obtained by visiting http://wps.ncs.gov.

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WPS Eligibility Criteria
The following WPS qualifying criteria apply equally to all users and will be used as a basis for all WPS approvals/assignments. There are five WPS National Security/Emergency Preparedness (NS/EP) criteria. Categories:

Priority 1: Executive Leadership and Policy Makers
Priority 2: Disaster Response/Military Command and Control
Priority 3: Public Health, Safety and Law Enforcement Command
Priority 4: Public Services/Utilities and Public Welfare
Priority 5: Disaster Recovery

These criteria were selected to meet the needs of the emergency response community and provide access for the command and control functions critical to management of and response to national security and emergency situations, particularly during the first 24 to 72 hours following an event. WPS should only be requested for key leadership personnel and their direct supporting staff who are in NS/EP leadership positions.

Note: *Verizon Wireless does not currently offer WPS for data services.*

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency applicable to this contract. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS and the end-user a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

Verizon Wireless' Verizon Integration Platform (VIP) solution shall permit DMS to utilize VIP APIs to manage, in an automated fashion, the administrative management of user accounts (e.g., activates and deactivates). Automated responses to the activate and deactivate requests will be sent back to DMS. In addition, Verizon Enterprise Center (VEC) offers multiple online reporting functions as well as a text delimited download file that contains all the invoice related charges and detail which matches what appears on the paper bill. This file is called Raw Data Download

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(RDD). To access VEC, users will be required to go to a separate URL and enter an individual User ID and password.

1.25 Voice Monitoring Tool Suite

The Service Provider shall provide a web-based tool capable of monitoring voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user account while limiting the end customer to their particular users.

Although Verizon Wireless' Verizon Integration Platform (VIP) solution will be the primary solution for account maintenance activities, the Verizon Enterprise Center (VEC) is also available to DMS. The Verizon Enterprise Center (VEC) is the online self-service tool for Verizon Wireless Enterprise customers. The VEC provides robust functionality to maintain wireless accounts.

- Order Online –Designated employees can use the Web portal to order new devices and accessories when logged into the VEC. The ordering site is customized with DMS's name and reflects pricing and equipment discount. This provides designated employees greater flexibility in placing orders right from their own desktop via a single login.
- Account Maintenance – Designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can suspend/resume service, activate equipment, make ESN changes online and initiate device upgrades from this link.
- Statements – The Statements link provides a quick, easy method for DMS to review balance, last payment and a summary of current charges. In addition, you can view usage and charges related to entire organization or a particular account. From the statements page, you can easily view or print bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.
- Invoices – Within the Invoices link, you can view and pay bill and set up payment accounts.
- Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the "20 longest phone calls" or a "summary of cost by month". Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.

The Verizon Account Manager for this contract shall setup Verizon Enterprise Center training for the designated DMS personnel after contract execution.

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1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.
- **Premium Type Device:** a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,
m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or

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external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by the Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The HelpDesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, the Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be the Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution, resolution date and time or provide a target date for resolution and other information as requested by the Department. After the Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.

The Service Provider shall assist the Department with the integration of the HelpDesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the

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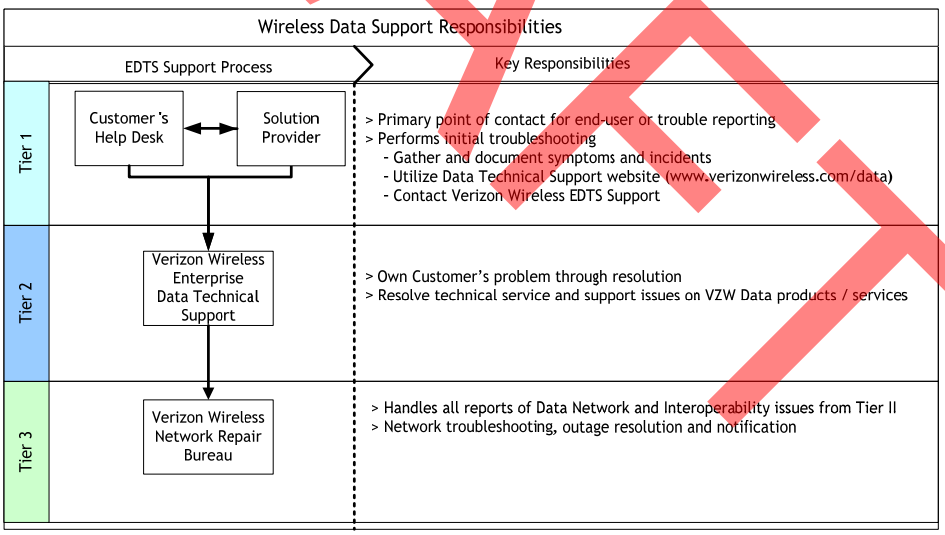
capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

Verizon shall work with the State through the implementation process to develop a ticket reporting tool. Verizon will provide helpdesk to helpdesk support. Verizon will provide an interface to access the ticket data.

In addition, Verizon Wireless shall provide DMS with its Enterprise Data Technical Support (EDTS) service as describe below:

1. EDTS Highlights:
2. Help Desk to Help Desk Data Technical Support
3. 24 x 7 x 365 Support
4. Dedicated Toll Free 800 # directly into EDTS
5. No phone menu tree to navigate through
6. Escalation path into VZW Network Team if required
7. Email support available
8. Escalation contact information for EDTS Leadership Team
9. EDTS Leadership available to meet with customer if needed
10. Customer specific EDTS profile storing critical support and contact information
11. Reporting available
12. Device exchange assistance on VZW branded devices if needed
13. Staffed by Expert Level Certified Technicians

Technical Support Flow Diagram & Responsibilities



Enterprise Data E-mail Support

E-mail Support - Customer Benefits

- Alternative method for contacting Enterprise Data Technical Support
- Ability to make non-urgent requests via an email request
- Cost Effective

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- Dedicated E-mail support for Enterprise Customers

Mailbox Information

- Email Address: WDTSEnterpriseFolsom@VerizonWireless.com

Hours of Operation

- 5:00 AM – 6:00 PM PST Monday - Friday

Response Information

- Upon receipt of a request, an automated E-mail will be sent to confirm that the request has been received.
- Once a Technician has reviewed the request, a response E-mail will be sent to update the Enterprise Customer on the resolution or to request additional information.

1.30 Network Trouble Reporting.

Upon notification of network trouble, the Service Provider shall respond to the trouble reports within four (4) hours (best effort) of notification. A report of trouble clearance shall be furnished to the Department and the SUNCOM Client within one (1) hour (best effort) of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall make best effort to provide immediate notification to the Department when it affects Customer services.

The Verizon Wireless Network Operations Center (NOC) monitors system-wide alarms 24x7, 365 days per year. Upon receipt, alarms are classified into one of three categories: Critical, Major, or Minor:

- A Critical alarm is one that prevents call processing (either partially or entirely) or prevents (or soon will prevent) proper billing. An example of this is a BTS (cell site) or MSC (switch) outage.
- A Major alarm is one that seriously (or may soon seriously) affects the performance of equipment.
- A Minor alarm is one that has minimal impact on equipment performance.

The following table identifies Verizon Wireless internal maximum standards for mean time to restore (MTTR) of each alarm type to ensure timely restoration of service. Our goal is to consistently exceed these targeted metrics.

Category	MTTR
Critical	30 min.
Major	24 hrs.
Minor	48 hrs.

Note: *Verizon Wireless does not guarantee the MTTR metrics identified above, these are provided for reference purposes only.*

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1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department.
The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

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

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

The Service Provider shall develop a escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being

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resolved in a timely manner shall include names, titles, and phone numbers of contacts in the Service Provider's escalation chain.

1.36 Planned Wireless Service Maintenance Notification

The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS of a planned service maintenance which may potentially cause a service outage that includes the date, time, and estimated duration of the maintenance.

1.37 Unplanned Wireless Maintenance Notification

The Service Provider shall send a sixty (60) minute (minimum) advance electronic notification which informs DMS of a unplanned service maintenance which includes the date, time, and estimated duration of the maintenance.

1.38 Unplanned Wireless Service Outage Notification

The Service Provider 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 5 hours (maximum) from the outage start time.

1.39 Hardware Shipment

From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two (72) hours, excluding State holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.40 Existing Wireless Data Customer Migration

Once the Service Provider successfully receives the DMS request to migrate the existing wireless data customers, the Service Provider shall move all specified wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days.

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EXHIBIT 2
BUSINESS PROCESS AND OPERATIONS

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Exhibit 2.0 Verizon Wireless MCS Business Processes and Operations

Table of Contents

2.01 Business Model General Description 3
2.02 Implementation Timeline 3
2.03 SUNCOM Client Experience 3
2.03.1 OaSIS Website 4
2.04 Business Process Technology and Core Data 4
2.04.1 OaSIS Managed Sessions 5
2.04.2 Data and Relationships 5
2.05 Business Process Flow and Service Provider Duties 6
2.05.1 Transition Period 8
2.05.2 Steady State Business Process 14
2.06 Enduser Identification 20
2.07 Verizon Wireless Equipment 22
2.07.1 New Equipment 22
2.07.2 Defective Equipment 1 to 12 months after Purchase 22
2.07.3 Defective Equipment 13 to 24 months after Purchase 22
2.07.4 Defective Equipment more than 24 months after Purchase 22
2.07.5 Equipment Protection Programs 23

DRAFT

2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders are passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Figure 2:1 is the timeline identifying milestones to be achieved by both DMS and the Service Provider to implement the agreed B2B model.

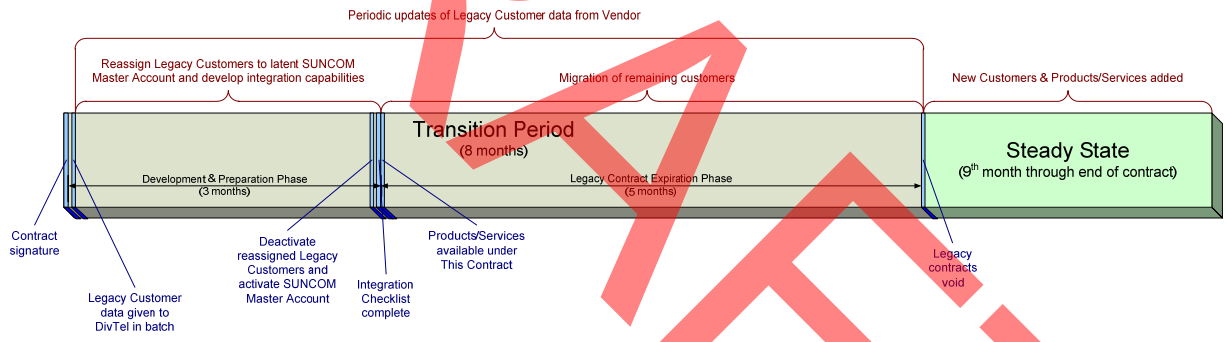

Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable Service Provider APIs. The Service Provider will work with DMS to mutually agree upon a timeframe for testing the DMS use of the Service Provider's APIs. These Service Provider APIs include the following functionality: Activation (including Port-In); Price Plan Change; Device Serial Number Change (ESN/MEID Change); Feature Only Change; Mobile Number Suspend/Resume; Disconnect; Check Status; Customer Look-Up and Reference Data Look-Up (NPA-NXX, Price Plan, Feature, Device, Accessory).

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service

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Provider using VIP API the lookup process and approved by DMS. The VIP API lookup process shall be pulled at a frequency determined by DMS.

Any resulting order will then be transmitted by the OaSIS back-end systems to the Service Provider using the applicable VIP API to submit the request for processing.

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM, subject to the applicable approvals required by the Service Provider for use of its logo and name. DMS shall have the ability to customize its user experience and all other front-end/user facing web pages, including use of SUNCOM logos and presentment of DMS approved information.

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic message containing all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services.

The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS.

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

DMS shall transmit work orders to the Service Provider using APIs when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the APIs to electronically transmit work orders to the Service Provider.

The API connection between DMS and the Service Provider will be in compliance with Service Provider security standards which include, but are not limited to, using mutual authentication (also known as Two (2) Way SSL) and https.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through APIs for work order fulfillment.

Service Provider shall manually complete work orders in OaSIS if automated routines are not available from the Service Provider based on the type of work order generated by the SUNCOM Enduser.

Service Provider shall provide access to DMS to the VEC application for other reporting needs. To access VEC, a DMS user will be required to go to a separate URL and enter an individual User ID and password.

An authorized VEC application user may pull a Suspend or Deactivation report, which lists all Disconnected or Suspended MDNs for the specified Company Profile ID as well as billing account information. This information is within the VEC invoice function which is not supported via the VIP API solution.

2.04 Business Process Technology and Core Data

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2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

Managing SUNCOM Endusers' ordering permissions in OaSIS is solely the responsibility of DMS. OaSIS will manage access control to its system, including assignment and termination of its user IDs, access control, management of and association with the applicable Service Provider account, allowed actions and information visibility. Service Provider shall assign DMS with a Service Provider ID/password for use by DMS' systems when they submit VIP API transaction requests to the Service Provider.

The Service Provider API XML solution shall allow OaSIS users to: (a) learn about Service Provider products/services (as displayed by DMS on OaSIS via the information retrieved by DMS using the applicable VIP APIs, (b) activate a new line (including port-ins) within an authorized DMS Billing Account, (c) add products and or services (e.g. adding a feature) to an active line within an authorized DMS Billing Account, (d) deactivate services of a line associated with an authorized DMS Billing Account and (e) change the features or rate plans associated with an active line of an authorized DMS Billing Account, as well as suspend/resume services of a line within such account.

The VIP APIs shall be constructed to fit the workflow of different transactions and can be utilized on a single-line as well as batch request basis.

2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

The conceptual data diagram in **Error! Reference source not found.** below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

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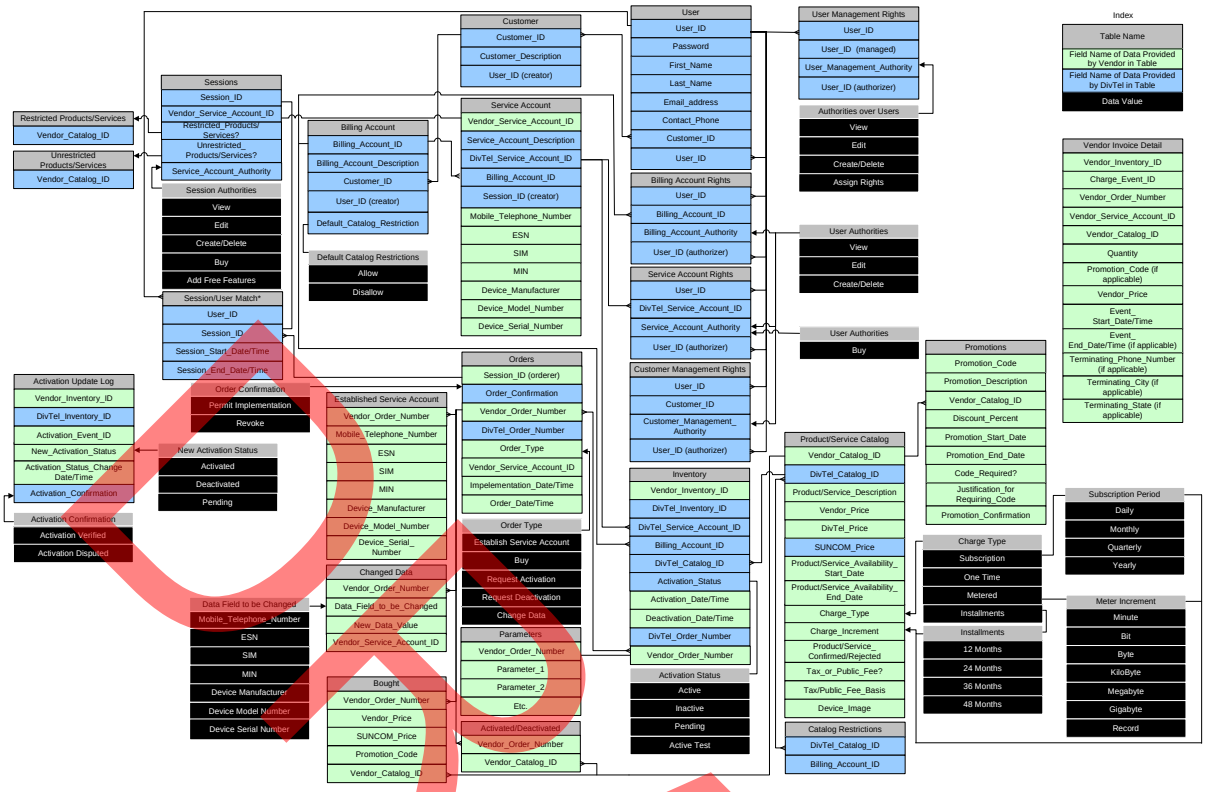

Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

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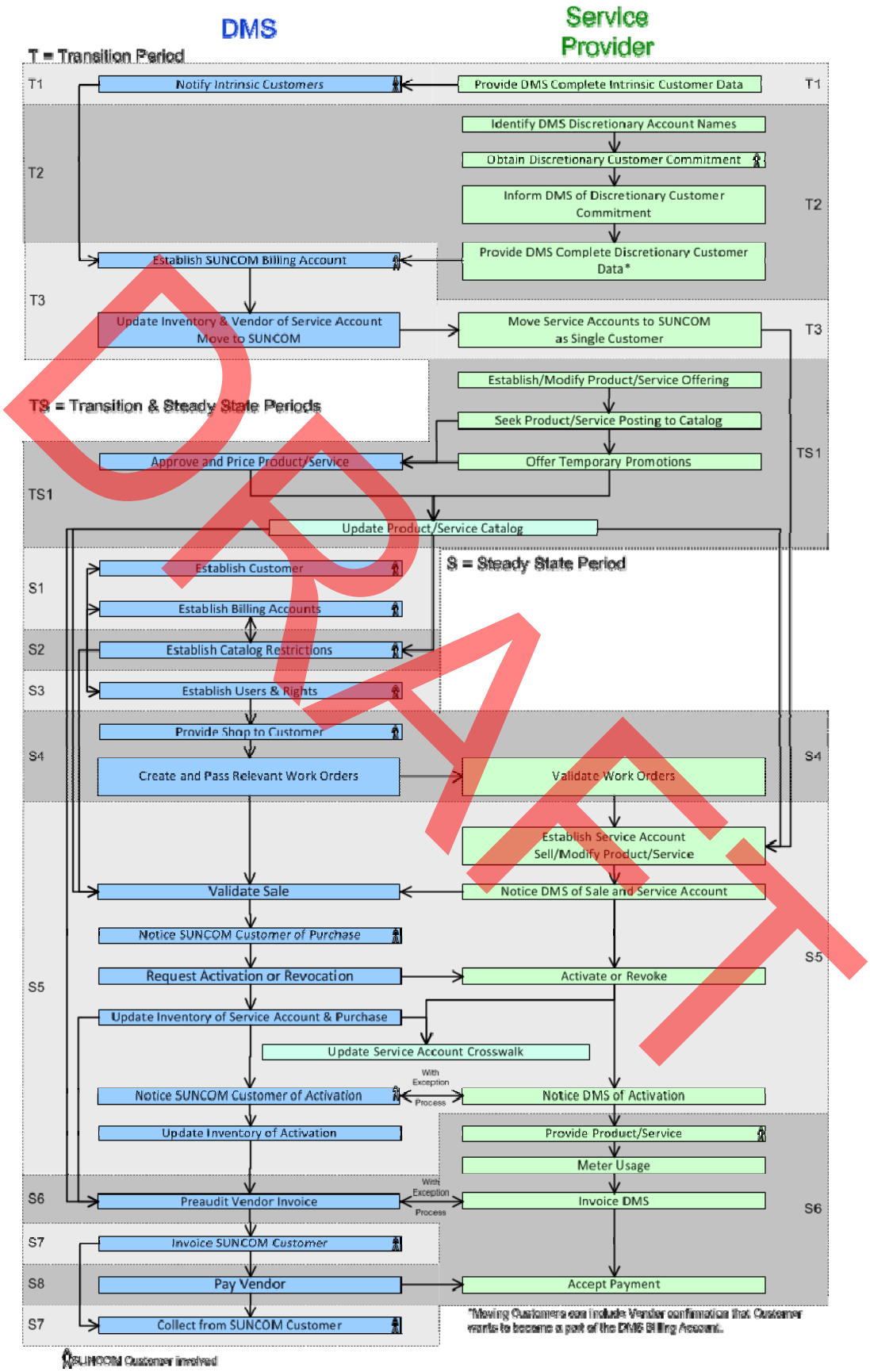
DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T2
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
Inform DMS of Discretionary Customer Commitment
Provide DMS Complete Discretionary Customer Data*
T3
Establish SUNCOM Billing Account
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
TS = Transition & Steady State Periods
Establish/Modify Product/Service Offering
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
S4
Provide Shop to Customer
Create and Pass Relevant Work Orders
Validate Work Orders
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
Invoice DMS
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Account.
SUNCOM Customer involved

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Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Service Provider shall work with DMS to establish a mutually agreed upon timeline deployment of the VIP API integration within DMS' applicable systems.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves under pre-existing State of Florida contract terms between the Service Provider and the customer, unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of preexisting State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing (except during an IP address change to the state network), unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

During the Transition Period, there may be downtime of up to 24 hours for a computer with static IPs if the PC card is requested to be moved from one billing account to another. There will be no downtime for the PC card if the account number does not change. The account must be current, no past due accounts can be transferred until the balance is current. Past due accounts are any accounts unpaid for 30 days or more.

Transitioning of all existing subscribers will require a standard Letter of Authorization / Assumption of Liability for payment of all accounts transferred, which can be processed in bulk.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.06 Enduser Identification.

The Service Provider shall deliver Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers after Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.06 Enduser Identification.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.06 Enduser Identification.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall also provide the supplemental data for the SUNCOM Enduser shown in Figure 2:4 below.

DRAFT

Intrinsic Customer Supplemental Data

Customer Supplemental
Vendor_Customer_ID
Customer_Description
Contract_ID
Contract_Description
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Billing Account Supplemental
Billing_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code
Unpaid_Invoices
Unpaid_Amount

Service Account Supplemental
Vendor_Service_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

User Supplemental
User_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide Account Name information for discretionary SUNCOM Eligible Endusers as defined in Section 2.06: Enduser Identification.

The Service Provider shall contact these SUNCOM Eligible Endusers to notify them of the Contract and Products/Services available therein. Upon confirmation to the Service Provider from the SUNCOM Eligible Enduser to move their service to SUNCOM, the Service Provider shall send the detail account information and supplemental data equivalent to the Intrinsic Enduser process referenced above. The SUNCOM Enduser will then have the ability through OaSIS to associate their service to a SUNCOM account.

The Service Provider shall update DMS on its status to notify these SUNCOM Eligible Endusers.

DMS shall notify the Service Provider via electronic file of Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Unless DMS names exceptions, during the Transition Period, the Service Provider shall move all Service Accounts held by all Intrinsic Endusers and all consenting Discretionary Endusers to a latent DMS Billing

DRAFT

Account (i.e. mark them for later consolidation under the DMS Billing Account). The Service Provider shall provide a list of all Service Accounts to be added to the DMS Billing Account.

On the last day of the Development and Preparation Phase, the Service Provider shall activate the DMS Billing Account with all applicable Service Accounts moved to it, at the request of DMS. All Intrinsic Endusers (unless named by DMS as exceptions) and many consenting Discretionary Endusers will be included in this transition. At this time there shall no longer be an association in the Service Provider's system between these Legacy SUNCOM Endusers and these Service Accounts for billing purposes. Rather, these Service Accounts shall then be included in the DMS Billing Account and DMS shall be the Service Provider's single customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see 2.05.1.2 "Legacy Contract Expiration Phase").

Once transferred and the end of the current billing cycle transpired, Legacy SUNCOM Endusers shall no longer receive an invoice directly from the Service Provider. New prices, terms and conditions shall now apply to the Service Accounts. DMS and the Service Provider will attempt this transition to correspond to the Service Provider's billing cycle. If the timing of the transition does not coincide with the Service Provider's billing cycle, all charges, to DMS and the Legacy SUNCOM Enduser, shall be prorated to account for partial billing periods of service. All payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the DMS Billing Account will continue to be the obligation of the SUNCOM Enduser to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt.

DMS and the Service Provider shall exchange and audit the lists to verify and reconcile which Service Accounts will become active under the DMS Billing Account.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

The Service Provider shall first obtain approval from DMS to make any Product/Service available to any SUNCOM Enduser. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to the Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider shall provide this data to DMS via VIP APIs, so that the relationships between Products, Services and features can be extrapolated through automated routines.

"Update Product/Service Catalog" shall be performed by DMS based on the information retrieved by DMS using the VIP APIs. The frequency Product/Service information is pulled shall be determined by DMS.

DMS shall advise the Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed or represented to the SUNCOM Enduser by the Service Provider.

The approved Product/Service data provided by the Service Provider, along with the SUNCOM prices, shall be included in the SUNCOM Catalog as a basis for ordering, inventory, auditing, and billing.

No Product/Service elements from the Service Provider shall be made available under this Contract without prior DMS approval, as set forth above. Products (devices) no longer sold by the Service

DRAFT

Provider shall be archived due to inclusion in inventory. Products (devices) currently not available due to a lack of available inventory shall remain in the Product Catalog with an inventory level of zero.

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained in the Products/Services Catalog. To obtain Promotion approval and establish the appropriate SUNCOM pricing, the Service Provider shall exchange the Product/Service data necessary to identify the promotion and the basis for calculating any savings from the promotion prior to the availability of the Promotion. Only the resulting SUNCOM established price for the Product/Service Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS shall not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers. There shall be no restrictions or conditions other than the requirement that it applies to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. Promotion Codes (if required by the Service Provider) requested at order placement as a prerequisite to obtaining the benefits of a Promotion shall include written justification in the electronic file submitted.

4. At the sole discretion of DMS, Promotions may be publicized in any way it chooses.

5. Promotions shall never have the effect of increasing a Product/Service price.

The Service Provider and DMS shall mutually agree on a business process to support promotional offerings. Currently the VIP API solution does not support promotional pricing.

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. A mutually agreed upon business process whereby the Product/Service Catalog shall contain a description field and clearly identify the tax or public fee will be implemented. The Catalog item shall be tagged as a tax/fee and the Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. The Service Provider's rates and charges for Products and Services shall not include taxes. DMS shall pay any and all taxes for which it does not have an exemption.

If DMS provides Product/Service access to an entity that is not entitled the same exemptions as DMS is entitled to receive, DMS shall be responsible for that entity's taxes.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees

DRAFT

that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.06 Enduser Identification.

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

    c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

    a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

DRAFT

b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

   a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

DRAFT

a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

b. The system default restriction option shall be set to "Allow".

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Provider for product support.

2. Service Provider Staff Authorities in OaSIS

a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider's products and drafting orders to the Service Provider.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog submitted by the Service Provider. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

b. DMS shall transmit along with the Enduser order the appropriate Service Provider Billing Account number using the VIP API for activation of a new line.

c. Service Provider Billing Accounts are only created with a purchase. Service Provider shall work with DMS to establish a process to create "shell" service accounts. Service Provider shall work with DMS to establish a DMS Master Billing Account.

DRAFT

2. Validate Sale: S5

    a. The Service Provider shall submit status updates and completion information per order for DMS to validate the status and completion of the order.

    b. If the order is declined, the Service Provider shall terminate the order and archive the order request for review.

    c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

    d. The Service Provider and DMS shall work together to resolve any confusion about a order and document the result.

        i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

    a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate orders from OaSIS that invoke the applicable VIP API to the Service Provider for completion. These changes may impact billable options on the Service Account. A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

    b. Future dated orders shall be held until that date by OaSIS before being sent using the VIP APIs to facilitate the possible cancellation of the order. Service Provider VIP APIs cannot cancel future dated orders.

4. Changing Data: S5

    a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as an order using OaSIS.

    b. Service Provider VIP APIs support price plan only change, ESN only change and feature only change requests.

    c. If Service Provider VIP APIs are not capable of handling certain changes necessary to support the business process, then the Service Provider shall login to OaSIS and manually complete orders to fill any gaps in the automated process.

5. Retail Store Device Replacements

    a. SUNCOM Endusers will enter orders for replacements using OaSIS. The Service Provider shall receive the order from OaSIS and coordinate with the SUNCOM Enduser where to pick up replacement devices. The Service Provider retail store shall provide the ESN and other necessary information to the appropriate Service Provider contact that will then update OaSIS with the completion information.

    b. If the Service Provider is unable to facilitate this process, then no actions pertaining to the DMS Billing Account shall be implemented in retail store locations.

DRAFT

6. Activation Status: S5

    a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to order placement and completion.

    b. The Service Provider shall facilitate order creation and subsequent line activation through the VIP API solution.

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in Inventory shall be kept current using updates provided by the Service Provider's electronic order processing VIP API solution.

The Service Provider shall perform inventory updates and electronically transmit all changes to DMS. Verification of inventory data shall be handled weekly at a minimum and be the responsibility of both Parties.

The Service Provider and DMS shall work to define a reconciliation process to identify inventory discrepancies. The Service Provider shall make available a report containing detail account data (as identified in Section 2.04.2 "Data and Relationships".

For any discrepancies identified by DMS, the Service Provider Account Manager shall address such discrepancies.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

    a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a "hand bill" that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the "hand bill".

    b. Monthly invoice data shall be delivered to DMS at no additional cost.

    c. The Service Provider shall identify credits at the Service Account level on the monthly invoice.

    d. The Service Provider shall provide FRN and description on E-Rate credits in the monthly invoice.

        i. E-Rate Invoicing

            1. Service Provider shall generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Endusers and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

DRAFT

2. Credits issued shall be detailed in the electronic bill data and identify the following:

    a. The item for which the credit is being applied;

    b. The type of credit being issued (SLA, adjustment, E-Rate, etc.); and,

    c. A description related to the credit type identified (such as which SLA, why an adjustment is given, FRN, etc.)

3. For SUNCOM Endusers who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Endusers"), the Parties agree as follows:

    a. DMS will notify all SUNCOM E-Rate Endusers of their obligation to submit the proper forms, consistent with the Funding Request Numbers (FRN) utilized by the E-Rate program.

    b. DMS will inform all SUNCOM E-Rate Endusers of their obligation to complete all documentation required by the Service Provider which is necessary for the Service Provider to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Enduser's Billed Entity Account Reimbursement (BEAR) payments.

    c. The Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Enduser, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Enduser, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Enduser's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Endusers who choose BEAR billing, the Respondent will bill the full amount for the services, in accordance with E-Rate rules.

    d. For SPI billing, the Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

2.05.2.8 Disputed Charges

In the event of disputed charges, DMS shall provide the Service Provider with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why the charges are being disputed. DMS may withhold payment of a disputed charge, up to the amount of the dispute, only if DMS disputes such charge(s) within forty (40) days from the receipt of the bill. The Service Provider will use good faith efforts to resolve billing issues within sixty (60) days after the Service Provider receives the notification of the dispute with the supporting documentation. Particularly complex issues may take longer to resolve. When a billing issue is resolved in favor of DMS, the Service Provider shall credit DMS within a commercially reasonable timeframe.

2. Electronic Substantiating Detail

DRAFT

a. The monthly EDI detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

Geotracking data (interval location information) is reported separately from the monthly invoice via the web site portal for Field Force Manager.

Billing for Field Force Manager is a line item charge which appears on the monthly invoice for that line of service, which includes other service associated with that line of service.

5. SUNCOM Invoicing: S7

a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

DRAFT

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 Enduser Identification

As result of negotiations with bidders for the State of Florida's new Mobile Communications Services Invitation to Negotiate (ITN #DMS-10/11-008), and new information provided during those negotiations, the State is issuing this clarification regarding the requirement that the prevailing vendor(s) provide data to the Department of Management Services (DMS) that would otherwise be protected under the provisions of the Federal Communications Commission (FCC) restrictions on Customer Proprietary Network Information (CPNI).

The table below effectively redefines "Intrinsic Customer" (as used in the ITN; those for whom "*detailed account data*" should be provided to DMS without any requirement for extra permission from users) to include all but the seven scenarios for "*Eligible Endusers*".

Eligible Endusers	**Current User of SUNCOM Billed by DivTel**	**Currently Using SUNCOM Contract Billed by Vendor**	**Current User of State Term Contract**	**Current User of Other Contract Under "Participating Addendum" to State Term Contract**	**All Other Contracts or Agreements**
State Agencies	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Detailed account data
Legislative	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Judicial	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
State Universities	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Other Statutorily Established Political Subdivisions	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Cities and Counties	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Detailed account data	Detailed account data	Contact only data	Contact only data

The column of "*Eligible Endusers*" is defined in Part III of Section 282 F.S.

"D*etailed account data*" is defined by section 5.06.1, (2), (a) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is otherwise protected under CPNI restrictions.

DRAFT

"*Contact only data*" is defined in section 5.06.1, (2), (b) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is not protected under CPNI restrictions.

State Agencies (Required Endusers)

Providing DMS "*detailed account data*" for the entire row of "S*tate Agencies*" (five scenarios) is warranted because DMS is the aggregate purchaser of telecommunications services for state agencies and state agencies are (and were upon entering prior agreements) compelled to accede to DMS' authority under Sections 282.702 and 282.703 F.S. Through these statutes, the Florida Legislature has effectively declared all its state agencies to be a single customer (to which CPNI restrictions apply), regardless of periodic independent agreements that any of them use to buy services (given that such agreements are superseded by this law that was in place prior to these agreements), and DMS is the administrative arm of that single customer.

Eligible Endusers Relying Upon a State Contract

Providing DMS "*detailed account data*" for another 23 scenarios is warranted for either of two reasons (i.e. each stands alone as a sufficient reason).

These contracts consolidate participants into a single public sector customer.

As with Florida Statutes mandating that DMS represent state agencies as a single customer, the State of Florida (through DMS) has also established consolidated purchasing contracts under Part I of Section 287 F.S., that include voluntarily participating public sector entities beyond state agencies. These agreements leverage Florida's broader public sector as a single customer to achieve volume discounts, quality standards and ease of purchase. Any entity which voluntarily participates in these contracts (i.e. uses them to get these benefits) has effectively declared themselves to be a subsidiary of Florida's public sector single customer (as it relates to the services they buy through the contract) and should have a natural expectation that Florida's state government, as the provider of the contract, has access to relevant detailed information to measure the contract's value and success, assess the vendor's performance, establish expectations for future negotiations and, as is the case here, use the data to help transition users to the State's replacement contracts (with minimal service disruption and administrative costs). This is in fact, consistent with current circumstances where vendors now provide such data that would otherwise be protected under CPNI.

These contracts are being replaced by ITN #DMS-10/11-008 and vendors are permitted to share data for the purpose of (re)provisioning services.

These contracts (or the DMS "*Participating Addendum*") on which these customers now depend are being replaced by this new Florida government contract under negotiation. Affected users must transition to a new public sector contract in order to comply with state and local purchasing laws.

According to paragraph III, A, 6 of the "*Report and Order and Further Notice of Proposed Rulemaking*" from the Federal Communications Commission released April 2, 2007, *"…section 222 (C) (1) provides that a carrier may only use, disclose or permit access to customers' CPNI in limited circumstances*" which includes "*(3) in its provision of the telecommunications service from which such information is derived, or services necessary to or used in the provision of such telecommunications service.*"

The business model described in the ITN, which all bidders have agreed to accommodate, and to which no alternative business process will be implemented by the State of Florida, requires that DMS obtain

DRAFT

"*detailed account data*" to continue enabling service to users under the new state contract. Therefore, providing such data to DMS is a prerequisite to "*provision…telecommunications service*". Given that DMS' statutory charge is to aggregate purchases on behalf of Florida's public sector to attain costs savings and interoperability, and seeks this data for no purpose other than "*provision of telecommunications service*" so that it can achieve this charge, there should be no prohibition on sharing this CPNI data with DMS.

Discretionary Eligible Endusers not Relying Upon a State Contract

The State of Florida concedes that it has no standing to obtain customer data protected by CPNI for public sector entities that are not state agencies if those entities do not now cite a state contract as the basis for purchasing services. However, because it is DMS' mission to maximize the volume of purchases under this new contract to achieve the highest level of discounts for Florida's public sector and to enhance operational economies of scale (to the benefit of the vendor(s), the state and users), DMS intends to contact these customers to encourage their participation, then seek their permission to obtain their "*detailed account data*".

Providing "*contact only data*" merely requires identifying the vendor's current public sector customer entities and providing means to contact them, but excludes quantifying the volume of their purchases, the nature of the services they buy (other than the broad category of mobile telecommunications), usage activity, billing or service account information, or any unique identifiers (like Mobile Telephone Numbers) associated with a specific service.

2.07 Verizon Wireless Equipment

2.07.1 New Equipment

Wireless equipment purchased from the Service Provider may be returned for any reason (whether defective or not) within 30 days of the original date of purchase. A restocking fee may apply for returned equipment. If the Enduser decides to cancel service within 30 days of the original date of purchase, the Enduser shall not incur an Early Termination Fee.

2.07.2 Defective Equipment 1 to 12 months after Purchase

If a device is found to be defective more than 30 days after the purchase date, the Service Provider can assist the Enduser with placing a warranty claim with the device manufacturer. Alternatively, if the Enduser would prefer a replacement device and the malfunctioning device is still within the manufacturer's warranty period (typically one year), the Enduser may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The device may be exchanged by express courier by contacting Customer Service.

2.07.3 Defective Equipment 13 to 24 months after Purchase

If the defective device is beyond the manufacturer's warranty period, the Service Provider will offer a Certified Pre-Owned device for purchase.

Note on Certified Like-New Replacement and Certified Pre-Owned devices: To ensure the Enduser is provided only the highest quality replacement devices, the Service Provider Certified Pre-Owned and Certified Like-New Replacement devices undergo a thorough repair and refurbishment process and must pass a 100+ point quality check in 10 key areas.

2.07.4 Defective Equipment more than 24 months after Purchase

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If a device is found to be defective more than 24 months after the purchase date and is not covered by an equipment protection program, the Enduser may be eligible to upgrade at the discounted corporate equipment price. [Note: This does not apply to Extended Warranty or Total Equipment Coverage customers.]

2.07.5 Equipment Protection Programs

The Service Provider offers the following programs available for an additional monthly fee:

Total Equipment Coverage - Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless' Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit **www.MyMobileRecovery.com** to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit **www.mymobilerecovery.com/phones_supported** to see a list of available devices.

Asurion Wireless Phone Protection[1] - Within 30 days of activating a new device[2], you may purchase device insurance through Verizon Wireless but provided by Asurion[3]. Verizon Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions[4]. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment[5].

Extended Warranty - Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

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[1] Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

[2] Netbooks sold through Service Provider are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Service Provider.

[3] You may cancel your coverage at any time and receive a pro-rated refund of your unused premium.

[4] Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of $1500 for advanced devices and $400 for phones.

[5] Asurion may fulfill claims with new or remanufactured equipment. In general, claims are fulfilled with the same make and model you claim. If this is not possible, a like-kind make and model will be substituted. Color, feature and accessory compatibility are not guaranteed. See **www.phoneclaim.com/verizon** for a complete brochure on equipment protection, including Asurion Wireless Phone Protection.

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Exhibit 30

Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

John P. Miles
Secretary

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

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MOBILE COMMUNICATION SERVICES

AT&T CONTRACT

CONTRACT NO.: DMS-10/11-008A

TABLE OF CONTENTS

CONTRACT 1.0 - DEFINITIONS 5

1.01 ACCEPTANCE 5
1.02 BUSINESS DAY 5
1.03 BUSINESS HOURS 5
1.04 DEPARTMENT 5
1.05 END USER(S) ALSO REFERRED HEREIN AS CRU 5
1.06 EQUIPMENT 5
1.07 EVENTS OF DEFAULT 6
1.08 ITN 6
1.09 SERVICE(S) 6
1.10 SERVICE ACCOUNT 6
1.11 SERVICE PROVIDER 6
1.12 STATE 6
1.13 SUNCOM CLIENT(S) 6

CONTRACT 2.0 - TERM OF AGREEMENT 6

2.01 INITIAL TERM 6
2.02 RENEWAL TERM 6
2.03 TERMINATION BY THE DEPARTMENT FOR CONVENIENCE 7
2.04 TERMINATION BY SERVICE PROVIDER FOR UNFORESEEN CIRCUMSTANCES 7
2.05 TERMINATION FOR CAUSE 7
2.06 TERMINATION IN ACCORDANCE WITH SECTION 15.01 7
2.07 TRANSITION AND TRANSITION SERVICES 7
2.08 CONTRACT DOCUMENTS 8

CONTRACT 3.0 - PROVISION OF SERVICE 8

3.01 GENERALLY 8
3.02 REPORTS 8
3.03 DISCOUNTS 8
3.04 CUSTOMER CARE SERVICES 8
3.05 NO PRIVITY WITH END USERS OR SUNCOM CLIENTS 9
3.06 RIGHT TO DEACTIVATION OF UNUSED ACCOUNTS 9

CONTRACT 4.0 - PRICING 9

4.01 RATES 9
4.02 RATE INCREASES 9
4.03 INTERNATIONAL DIALING CHARGES 9
4.04 METERING OF CALLS 9
4.05 METERING OF DATA USAGE 9
4.06 MINIMUM MONTHLY FEE (MMF) 10

CONTRACT 5.0 - EQUIPMENT 10

5.01 RESPONSIBILITY FOR OBTAINING EQUIPMENT 10
5.02 NETWORK COMPATIBILITY 10
5.03 EQUIPMENT SALES BY SERVICE PROVIDER 10
5.04 EQUIPMENT LISTS AND CATALOGS 11
5.05 REPORTS OF END USER EQUIPMENT 11

CONTRACT 6.0 - BUSINESS PROCESS AND OPERATIONS 11

6.01 GENERALLY 11
6.02 ESCALATION REQUIREMENTS 11

DRAFT

6.03 Authorized Representatives 12

CONTRACT 7.0 - TERMS OF PAYMENT 13

7.01 Invoicing of Charges 13
7.02 Payment of Charges 13
7.03 Transaction Fee 13
7.04 Taxes ; Regulatory Surcharges 13
7.05 Disputed Charges 14
7.06 Proration of Charges 14
7.07 Charges Resulting from Lost or Stolen Devices 14
7.08 Right of Offset 14

CONTRACT 8.0 - THE DEPARTMENT'S OBLIGATIONS 14

8.01 Trained Staff 14
8.02 Responsibility for Actions or Omissions 14
8.03 Responsibility for Agents 15
8.04 No Rights to Service Provider's Facilities or Intellectual Property 15
8.05 Use of Software 15
8.06 Software or Applications 15
8.07 Notice to End Users and SUNCOM Clients 15
8.08 Protection of Service Provider Marks 16
8.09 Intellectual Property 16

CONTRACT 9.0 - SERVICE PROVIDER'S OBLIGATIONS 16

9.01 Notice of Material Changes in Service 16
9.02 Planned outages 16
9.03 Department Test Accounts 17
9.04 Security and Confidentiality 17
9.05 Security Service 17
9.06 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) 17
9.07 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes 17
9.08 E-Verify Employment Eligibility Verification 18

CONTRACT 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES 18

10.01 Fraud 18
10.02 Minimize Abuse 18
10.03 Suspected Abuse or Fraudulent 18
10.04 Fraudulent Use of Services 18
10.05 Damages Resulting From Any Unauthorized Use 18
10.06 Interrupt or Terminate Service 18

CONTRACT 11.0 - NO WARRANTIES 19

CONTRACT 12.0 - LIMITATIONS OF LIABILITY 19

CONTRACT 13.0 - INDEMNIFICATION 20

13.01 Indemnification 20
13.02 Conditions to Indemnification 20

CONTRACT 14.0 - DISPUTES 20

CONTRACT 15.0 - MISCELLANEOUS 21

15.01 Annual Appropriations 21
15.02 Waiver 21
15.03 Public Records 21

DRAFT

15.04 Contractual Obligations 21
15.05 No Subcontracting 21
15.06 Notices 22
15.07 Force Majeure 22
15.08 Ethical Responsibilities 22
15.09 Compliance With Laws 22
15.10 E-Rate 22
15.11 Advertising 24
15.12 Assignment 24
15.13 Employees, Subcontractors, and Agents 25
15.14 Governmental Restrictions 25
15.15 Lobbying and Integrity 25
15.16 Warranty of Ability to Perform 26
15.17 Modification of Terms 26
15.18 Successors and Assigns 26
15.19 Execution in Counterparts 26
15.20 Severability 26
15.21 Third Party Beneficiaries 26
15.22 Remedies 26
15.23 Acceptable Use; Restrictions Regarding Service 27
15.24 Scrutinized Companies List 27
15.25 *FHP and Associated or Similar Number 27
15.26 Inspection and Acceptance 27

Attachments:

Exhibit 1: Technical Requirements
Exhibit 2: Business Process & Operation
Exhibit 3: Pricing
Exhibit 4: Enhanced Services and Solutions
Exhibit 5: SLA Matrix
Exhibit 6: Contract No.: 03-STO-ITN-011 (MA4300)
Exhibit 7: Discounts

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MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and AT&T Mobility National Accounts LLC D/B/A: AT&T Mobility , a Delaware corporation with its principal place of business at 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("Service Provider").

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

WHEREAS, the Department issued Invitation to Negotiate No.: DMS-10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, pursuant to the ITN, the Department has awarded a contract to Service Provider based on the terms and conditions set forth herein.

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

Contract 1.0 - DEFINITIONS

1.01 <u>Acceptance</u>
Means for purposes of Equipment provided under this Agreement, the date upon which Equipment is received by the Department or End User.

1.02 <u>Business Day</u>
Means Monday through Friday, excluding State observed holidays.

1.03 <u>Business Hours</u>
Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.04 <u>Department</u>
Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.05 <u>End User(s) also referred herein as CRU</u>
Means the individuals using the wireless telecommunications services set forth in Exhibit 1 – Technical Requirements.

1.06 <u>Equipment</u>
Means the wireless receiving and transmitting equipment, Device or SIM (Subscriber Identity Module) Card that Service Provider has authorized to be programmed with a Number or Identifier, and any accessories.

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1.07 Events of Default

Means (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.08 ITN

Means the Department's Invitation to Negotiate identified in the recitals above.

1.09 Service(s)

Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in Exhibit 1 (Technical Requirements), (ii) the operational services specified in Exhibit 2 (Business Process and Operations), and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.10 Service Account

Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or Device serial number.

1.11 Service Provider

Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.12 State

Means the State of Florida.

1.13 SUNCOM Client(s)

Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 Initial Term

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 Renewal Term

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 6 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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2.03 Termination By the Department for Convenience

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits. Service Provider shall be paid for all charges incurred up to the date of termination.

2.04 Termination By Service Provider for Unforeseen Circumstances

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the event of a termination pursuant to this Section 2.04, Service Provider shall not be entitled to recover any cancellation charges or lost profits. Service Provider shall be paid for all charges incurred up to the date of termination.

2.05 Termination for Cause

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

2.06 Termination in Accordance with Section 15.01

Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder. By executing this Agreement the Department warrants that the Department has funds appropriated and available to pay all amounts due thereunder through the end of the Department's current fiscal period. If the Department terminates an Agreement under this Section the Department agrees it will pay all amounts due for Services incurred through date of termination.

2.07 Transition and Transition Services

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

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions and rates contained in the earlier agreement between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-011 (MA4300), will apply to the provisioning of wireless data services. Those operational terms and conditions and rates are hereby incorporated into this Agreement as **Exhibit 6**.

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

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2.08 Contract Documents

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

A. Any Amendments to the Contract.

B. Contract and **Exhibits 1 - 7**.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement. Service Provider may reasonably rely on the authority of any person who executes an order on the Department's behalf. Service is available for purchase only in Service Provider markets, as may be modified by Service Provider from time to time. Service Provider may modify its internal methodologies to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation Service Provider's Services and Equipment, to the extent such modifications do not adversely affect the delivery of Services hereunder. Service Provider does not guarantee the Department uninterrupted Service, subject to the Service Level Agreement (SLA) in **Exhibit 5**. Notwithstanding the provisions in Sections 12 and 13 hereunder, Service Provider and Department acknowledge and agree that Section 365.172 (11), Florida Statutes shall control with respect to Limitation of Liability and Indemnification for E911 and 911 Services accessed pursuant to this Agreement. Service Provider cannot assure Department and End User that if an End User places a 911 call, End User will be located. Service Provider and Department upon mutual agreement may block access to certain categories of numbers (e.g., 976, 900 and international destinations). When outside Service Provider's coverage area, access will be limited to information and applications previously downloaded to or resident on Department and End User devices.

3.02 Reports

The reports referenced in **Exhibit 1** and **Exhibit 2** shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties. If these reports are not submitted in a timely manner, the Department shall seek any remedies it may have under Section 14.

3.03 Discounts

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

3.04 Customer Care Services

Service Provider's standard customer care resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues.

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3.05 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider shall not be contractually obligated to the End Users or SUNCOM Clients for the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients**.**

3.06 Right to Deactivation of Unused Accounts

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

Contract 4.0 - PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3 - Price**, attached hereto. The pricing, terms and conditions of the Service as defined in **Exhibit 3** depend upon the plan, feature, promotion or other offer selected when Service is activated or changed.

4.02 Rate Increases

The rates set forth on **Exhibit 3 - Price** may not increase during the Initial Term of this Agreement. Thereafter the parties may upon mutual written agreement increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days' advance written notice of the exact amount of the price increase; and (ii) no more than one price increase may be made in any twelve (12) month period. No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, End Users shall not have the ability to make any calls that will result in international long distance charges. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates.

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or when the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time. Airtime and other measured usage ("chargeable time") is billed in full-minute increments, and actual airtime and usage are rounded up to the next full-minute increment at the end of each call for billing purposes. Service Provider will charge a full minute of airtime usage for every fraction of the last minute of airtime used on each wireless call. Unless otherwise provided in **Exhibit 3 - Price** for a particular plan or feature, minutes will be depleted according to usage in the following order: night and weekend minutes, mobile to mobile minutes, Anytime minutes, and rollover, except that minutes that are part of both a limited package and an unlimited package will not be depleted from the limited package.

4.05 Metering of Data Usage

Data transport is calculated in full-kilobyte increments, and data transport is rounded up to the next full-kilobyte increment at the end of each data session for billing purposes. Service Provider will calculate a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session. Transport is billed either by the kilobyte (KB) or megabyte

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(MB). If billed by the MB, the full KB's calculated for each data session during the billing period are totaled and rounded up to next full MB increment to determine billing. If billed by KB, the full KBs calculated for each data session during the billing period are totaled to determine billing. Network Overhead, software update requests, email notifications and resend requests caused by network errors can increase measured kilobytes. The Department is responsible for all Wireless Data Service usage sent through Service Provider's wireless network and associated with Equipment. If the Department or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Usage on networks not owned by Service Provider is limited as provided in the Department's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Service Provider's wireless network and the wireless networks of other companies with which Service Provider has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**).

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

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

5.02 Network Compatibility

The parties will cooperate to ensure that any Equipment used by End Users in connection with Service meets industry standards and any other reasonable requirements of Service Provider. Service Provider may deactivate service to any Equipment used by an End User that does not meet such requirements or which is otherwise causing network interference. To the extent practicable, Service Provider will advise the Department and the SUNCOM Clients in advance of such deactivations.

5.03 Equipment Sales by Service Provider

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

(i) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Price**.

(ii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iii) Cancellation Fees: Any applicable term commitments or early cancellation fees will be the responsibility of the Department.

(iv) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all Equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

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(v) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

(vi) U.S. Export Control: The Department is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with the Department's Equipment.

5.04 Equipment Lists and Catalogs

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

5.05 Reports of End User Equipment

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

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

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

6.02 Escalation Requirements

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

AT&T Mobility - Sales Escalation List

Name	Title	Email	Phone
Jimmy Gwynn	Government Account Manager	jg123r@att.com	(850) 228-3565
Danny Thomas	Sales Manager	dt8011@att.com	(850) 216-3553
Rusty Rhodes	Executive Sales Director	rr1722@att.com	(407) 245-2100
John Stuhrenburg	Vice President Government Education East	js5021@att.com	(404) 927-7020

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6.03 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6 and any other Service orders, including those which involve the activation, change, or discontinuance of Service. The notice of appointment, and the authority of the representative, shall remain effective until the notice is canceled or amended by the party for which such representative is acting.

The Department's authorized representatives are as follows:

A. Contract Administrator

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

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

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

B. Contract Manager

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

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

C. SUNCOM Product Manager

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

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

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Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement.

7.02 Payment of Charges

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

7.03 Transaction Fee

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

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

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

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

7.04 Taxes ; Regulatory Surcharges

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

The Department agrees to pay the following charge:

(i) **Federal Universal Services Fund Surcharge** (does not apply to data plans, texting/messaging plans or internet services)

(ii) Intrastate Rate = 4.2942% (applies to intrastate charges such as the monthly voice plan and to international roaming voice charges)

(iii) Interstate Rate = 14.9% (applies to interstate & international toll charges)

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The Department understands and agrees that state and federal universal service fees whether or not assessed directly upon the Department may be increased/decreased based upon the government's calculations.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation** and pursuant to Section 215.422, Florida Statutes, and Rule 60FF-2, Florida Administrative Code. The Department will have 180 days to reply to Service Provider on any disputed charges. AT&T requires two billing cycles to resolve disputed charges and respond to the Department with the results of the resolution.

7.06 Proration of Charges

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

7.07 Charges Resulting from Lost or Stolen Devices

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

7.08 Right of Offset

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

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

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

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the

DRAFT

Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

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

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

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

8.05 Use of Software

The pre-installed/embedded software, interfaces, documentation, data, and content provided on any device purchased and designed for use exclusively on Service Provider's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by Service Provider (hereinafter "Software") is licensed, not sold, to the Department by Service Provider and/or its licensors/suppliers for use only on such device. For the avoidance of doubt, Software does not include any Service Provider or third-party software sold separately to the Department by Service Provider. The Department and End Users are not permitted to use the Software in any manner not authorized by this License. The Department and End Users may not (and agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. The Department and End Users may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. The Department and End Users agree the Software contains proprietary content and information owned by Service Provider and/or its licensors/suppliers. Service Provider and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. The Department acknowledges that Service Provider's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

8.06 Software or Applications

Any Software or application licensed separately by Service Provider or its third party supplier to the Department and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such Software or application, notwithstanding Section 15.17. Title to such Software or application remains with Service Provider or its supplier.

8.07 Notice to End Users and SUNCOM Clients

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

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or

DRAFT

SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

(v) Service Providers directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. The Department understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to Service Providers use of the CRU's location information for such purpose.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website. The Parties shall mutually develop the appropriate language to be placed on the website.

8.08 Protection of Service Provider Marks

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

8.09 Intellectual Property

The Department will respect the intellectual property rights of Service Provider, Service Provider's 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 Service Provider or accessed through Service Provider'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, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. All other marks contained herein are the property of their respective owners and all rights are reserved. AT&T and AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. Apple iPhone: TM and © 2010 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc.

Contract 9.0 - SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

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

9.02 Planned outages

To the extent practicable, the Service Provider shall send a popup, text message, or other type communication which informs the Department of the anticipated outage date, time, and duration

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9.03 Department Test Accounts

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

9.04 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

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

9.05 Security Service

Provider does not guarantee security with respect to wireless transmissions or the Equipment provided hereunder. If End Users use Equipment to access email or information, it is the Department's responsibility to ensure that such use complies with the Department's internal IT and security procedures.

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

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

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

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

DRAFT

provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.08 E-Verify Employment Eligibility Verification

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

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

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

10.02 Minimize Abuse

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

10.03 Suspected Abuse or Fraudulent

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

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section2.05.

10.05 Damages Resulting From Any Unauthorized Use

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

10.06 Interrupt or Terminate Service

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

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Contract 11.0 - NO WARRANTIES

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

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

Contract 12.0 - LIMITATIONS OF LIABILITY

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

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

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

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

DRAFT

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

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

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.9 (COMPLIANCE WITH LAWS) OR 15.10 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 <u>Indemnification</u>

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

13.02 <u>Conditions to Indemnification</u>

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

Contract 14.0 - DISPUTES

A. For other than billing disputes, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiations between their respective representatives having decision-making authority. If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the Director of the Division of Telecommunications and the Service Provider's Sales Manager, for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the Secretary of Department and the Service Provider Executive Sales Director, for their review and resolution. If the dispute cannot be so resolved, then either Party may initiate formal proceedings; however, formal proceedings may not be commenced until the earlier of:

DRAFT

1. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
2. thirty (30) days after the initial request to negotiate such dispute; or
3. thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.

B. If the dispute cannot be resolved in the manner described in Section XIV (a) above the dispute shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

Contract 15.0 - MISCELLANEOUS

15.01 <u>Annual Appropriations</u>

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

15.02 <u>Waiver</u>

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No claimed waiver by Service Provider of any rights, remedies or options will be binding unless the same is in a writing signed by Service Provider.

15.03 <u>Public Records</u>

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

15.04 <u>Contractual Obligations</u>

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

15.05 <u>No Subcontracting</u>

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

DRAFT

15.06 Notices

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

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.03 above).

(b) If to Service Provider: notice shall be sent to the Government Account Manager and the Sales Manager (see Section 6.02 above).

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

15.07 Force Majeure

Each party's performance under this Agreement shall be excused if such nonperformance is due to labor difficulties, governmental orders, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the party's reasonable control.

15.08 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing.

15.09 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes.

15.10 E-Rate

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

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual

DRAFT

Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

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

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's actions, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's actions, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A.

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-

DRAFT

Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part..

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph 1. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of the Business Process and Operations **Exhibit 2.**

15.11 <u>Advertising</u>

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

15.12 <u>Assignment</u>

The Department may, without Service Provider's consent but upon notice to Service Provider, assign in whole or relevant part its rights and obligations under this Agreement to another government agency lawfully authorized by the State of Florida to procure telecommunications services. Service Provider may, without the Department's consent but upon notice, assign in whole or relevant part its rights and obligations under this Agreement to an affiliate of Service Provider. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

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15.13 Employees, Subcontractors, and Agents

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

15.14 Governmental Restrictions

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

15.15 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility.

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

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15.16 Warranty of Ability to Perform

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

15.17 Modification of Terms

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

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

15.18 Successors and Assigns

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

15.19 Execution in Counterparts

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

15.20 Severability

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

15.21 Third Party Beneficiaries

Except as otherwise stated herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15.22 Remedies

Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

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15.23 Acceptable Use; Restrictions Regarding Service

All use of Service Provider's wireless network and Service is governed by Service Provider's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Service Provider. Service Provider can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information. Service Provider's Account Team will provide notice to Department of any changes to Service Provider's AUP Policy.

15.24 Scrutinized Companies List

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

15.25 *FHP and Associated or Similar Number

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

15.26 Inspection and Acceptance

Matters of inspection and acceptance are addressed in Section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Packing Slip or other method of documentation which accompanies delivery of Equipment; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Packing Slip or other method and damage inspection report.

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

1/11/12
Date

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

1/11/12
Date

AT&T

Signature

Marcellus Brooks
Print Name

January 11, 2012
Date

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EXHIBIT 1 – TECHNICAL REQUIREMENTS

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Exhibit 1.0 Technical Requirements

Contents

EXHIBIT 1.0 AT&T MCS TECHNICAL REQUIREMENTS 1

1.01 Voice Services 3
1.02 Cellular Wireless Data Services Overview 3
1.03 Transmitted Data Security 5
1.04 Closed User Group 5
1.05 State Provided IP addresses (public and private) 6
1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private) 7
1.06 Service Provider Furnished Publically Routable IP Address Space 8
1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public) 8
1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme. 9
1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance 10
1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance 11
1.09 Wireless Cellular Router or WWAN Cellular Modem 11
1.10 Emergency Operations 12
1.11 Additional Security Features 12
1.12 Grade of Service 13
1.13 Wireless Data User Authentication 15
1.14 Wireless Data User Activity Logging 15
1.15 Text Message Broadcast Services 17
1.16 Messaging Logging Service 19
1.17 Geographical Device Tracking Service 20
1.18 Wireless Device Apps-Store 22
1.19 Coverage Maps (Voice and Data Web GUI) 23
1.20 Roaming 26
1.21 Network Neutrality 26
1.22 Priority Connect Services 27
1.23 Test Plan (applicable to wireless data component) 28
1.24 Data Monitoring Tool Suite 28
1.25 Voice Monitoring Tool Suite 30
1.26 Voice Handheld Devices 30
1.26.1 Minimum Requirements 31
1.27 Data Transmit Devices 32
1.28 Text Messaging-Only Devices 32
1.29 Helpdesk 32
1.30 Network Trouble Reporting. 33
1.31 Department Test Accounts. 33
1.32 SUNCOM Client Testing and Evaluation. 34
1.33 Weekly Conference Calls. 34
1.34 Operational and User Guide 34
1.35 Escalation Requirements 34
1.36 Planned Service Outage Notification 34
1.37 Unplanned Wireless Outage Notification 34
1.38 Hardware Shipment 35
1.39 Existing Wireless Data Customer Migration 35

DRAFT

1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

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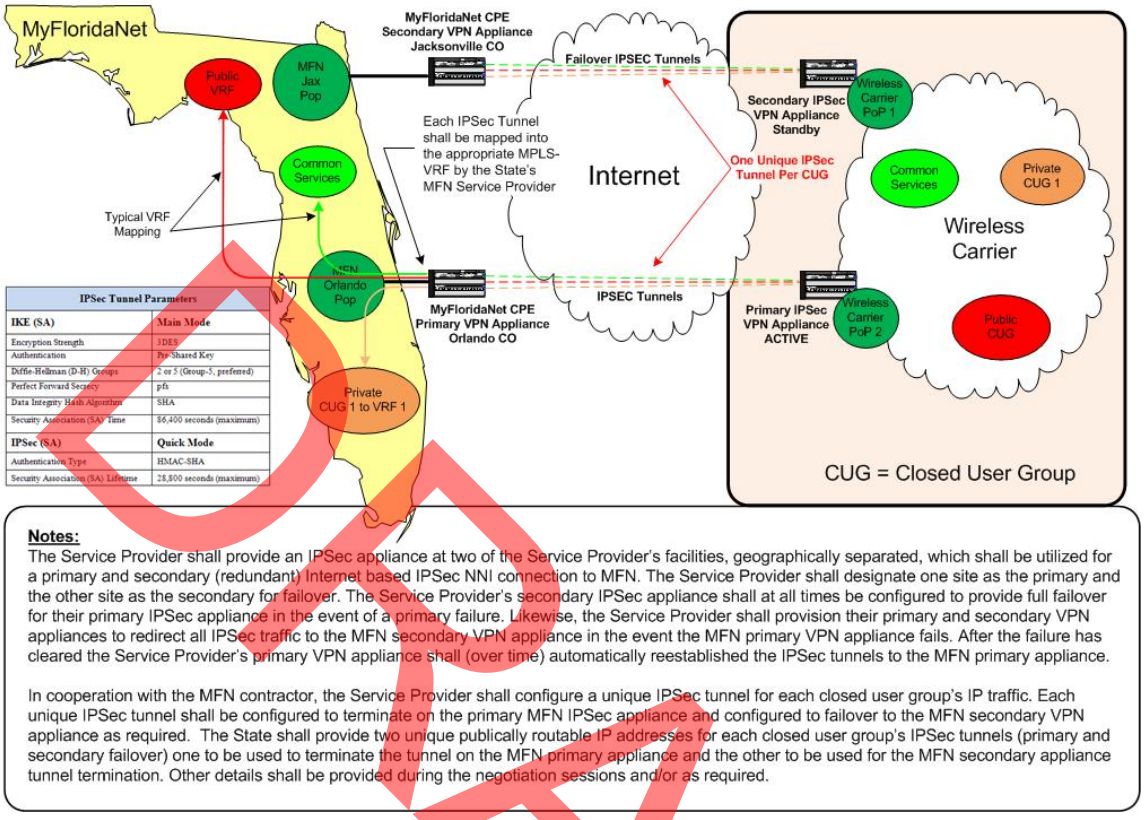
IPSec Internet Based NNI for Wireless Data Connectivity



IPSec Tunnel Parameters	
IKE (SA)	**Main Mode**
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellman (D-H) Groups	2 or 5 (Group-5, preferred)
Perfect Forward Secrecy	pfs
Data Integrity Hash Algorithm	SHA
Security Association (SA) Time	86,400 seconds (maximum)
IPSec (SA)	**Quick Mode**
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)

Notes:

The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

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Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall 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) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

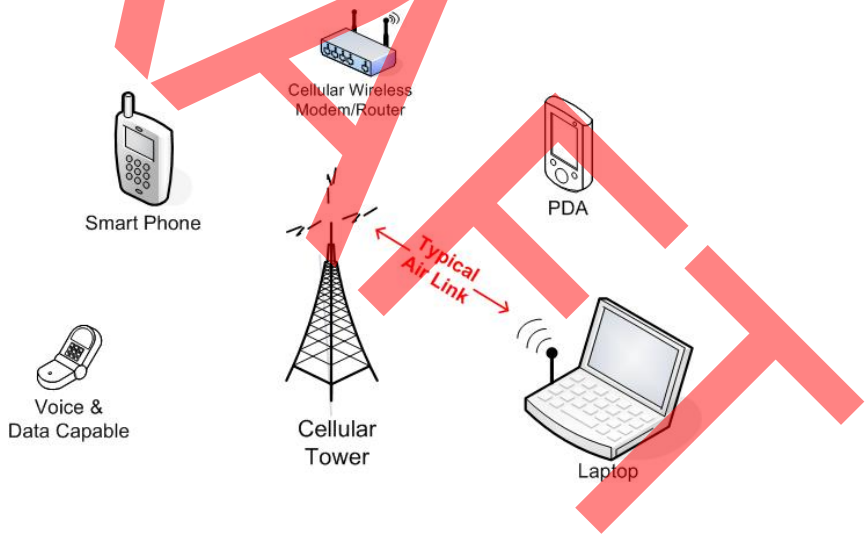
dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

AT&T shall create and maintain a custom Access Point Name (APN) for each closed user group. The APN shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each custom APN shall correlate to a unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF.

1.03 Transmitted Data Security

All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.



1.04 Closed User Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required,

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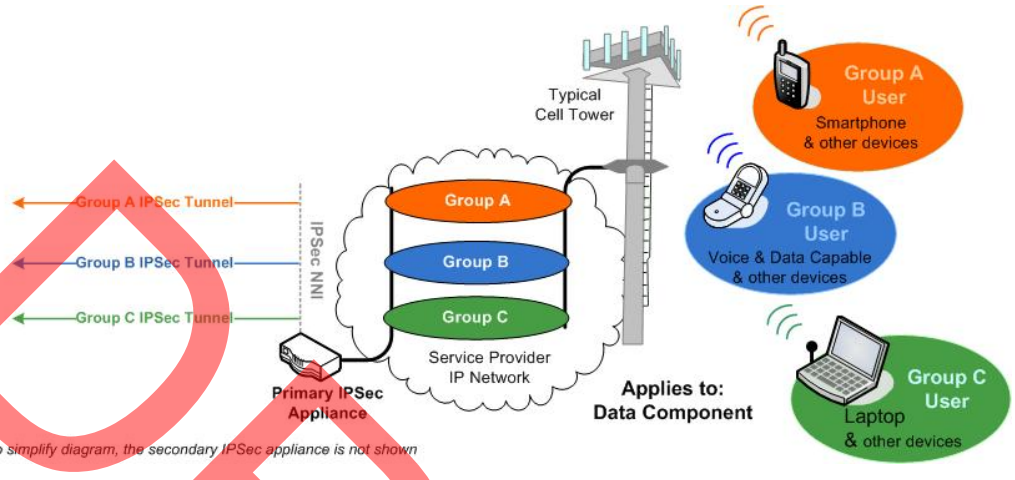
DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

**** In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

<u>Note:</u> Not all RFC 1918 private IP address space is available for use on the MFN network.

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **<u>permanently</u>** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

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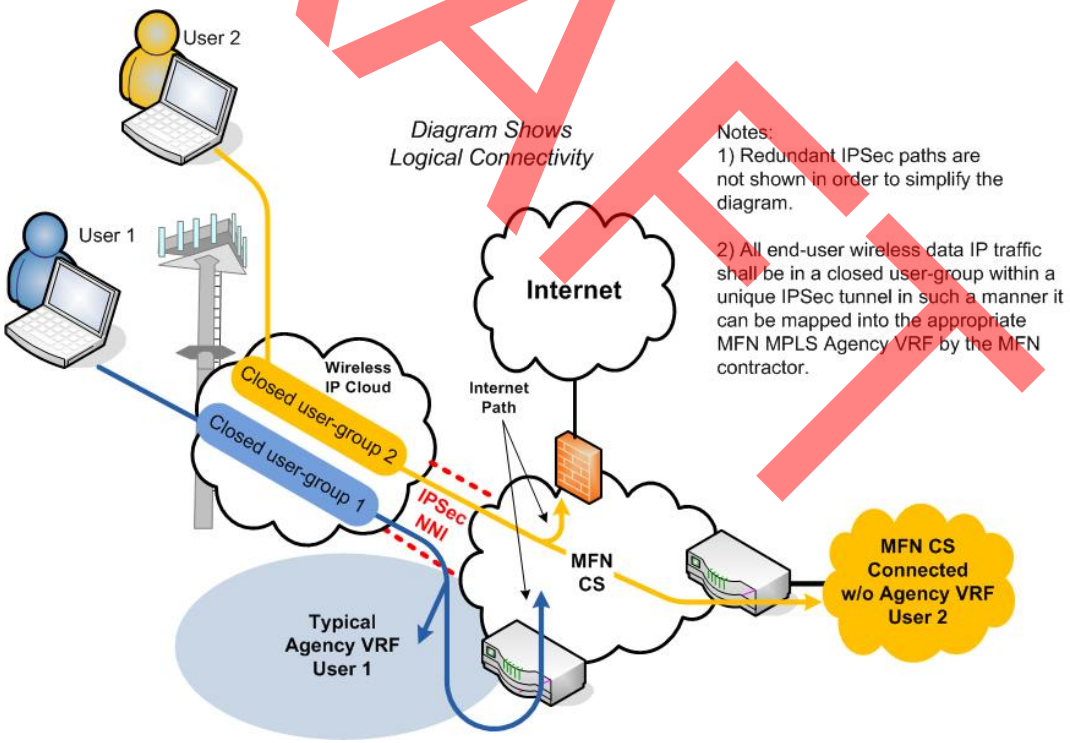
Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. If private IP address space is utilized by the customer, Internet connectivity shall be the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.



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All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

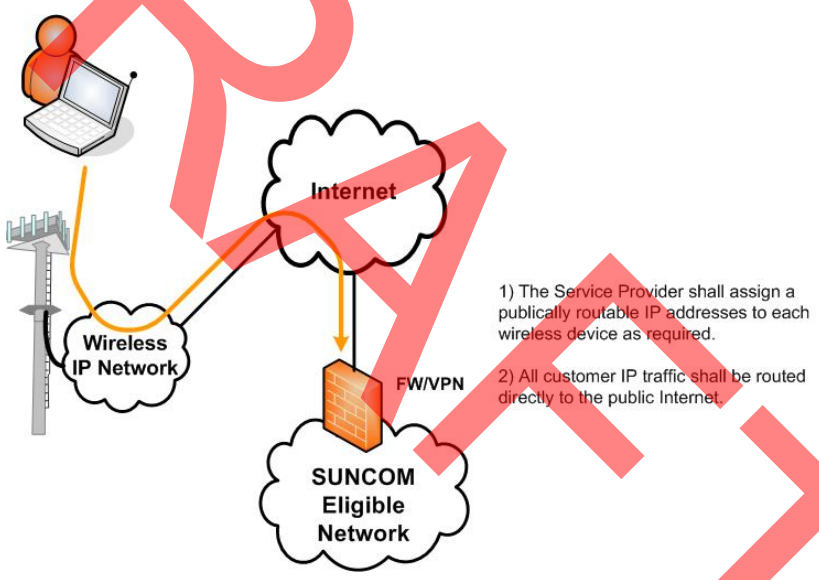
State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.



The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The

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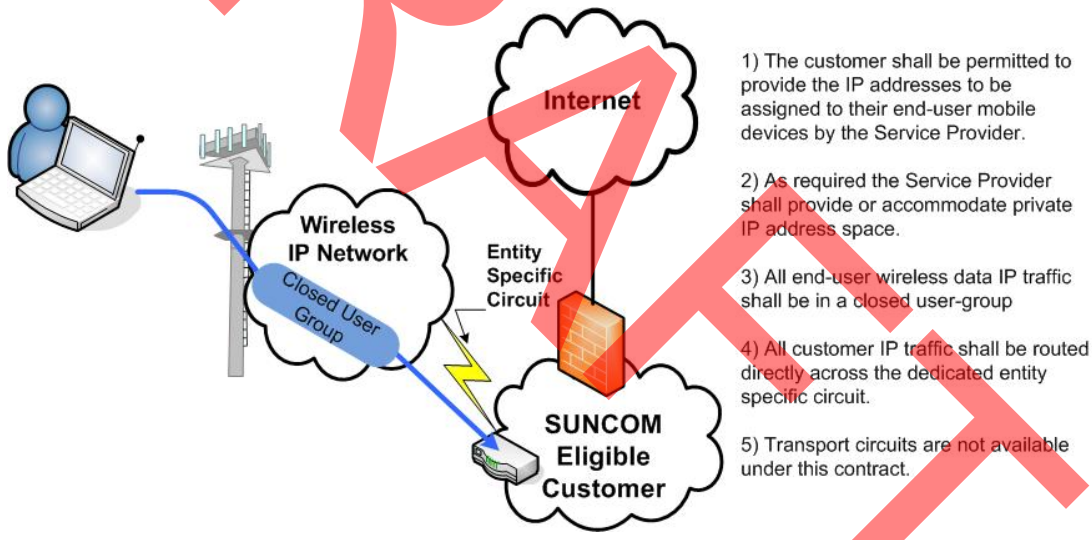
Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.



Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify*

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DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. DMS shall have "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics. The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

The Service Provider's IPSec appliances (both primary and secondary) shall 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	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN

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appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds. DMS shall have "READ-ONLY" access to the Service Provider's secondary NNI IPSec VPN appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to the VPN appliance to monitor its performance parameters. The Service Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method
k. Encryption Algorithm

DRAFT

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall 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 the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

AT&T shall follow their certification process to ensure proper device performance and an acceptable user experience on their network. By certifying WCR devices, the integrity of the network (reliability and performance) is protected for all AT&T wireless network users. Our Specialty Vertical Devices are ordered through our partner CNM. CNM is an AT&T master OEM dealer specializing in providing non-stocked devices to AT&T customers.

Once a device is ordered, AT&T shall work with CNM either over the phone, or through a dedicated ordering portal to place the order. CNM will then confirm the order with AT&T to validate SKUs and pricing. Once validated CNM will then ship the device with warrantee return instructions to the SUNCOM Client. In addition, the Department will receive the wireless bill from AT&T including the one-time hardware charge.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. The Service Provider shall deliver to ESF-2 the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. All costs associated with the delivery of these services will be in accordance with Exhibit 3 ("Pricing").

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

Inclusive to the service is secure tunneling, however all connections can easily traverse private MPLS infrastructure, with no exposure to the Internet. Most mobile devices will be using "private" RFC 1918 IP addressing, which cannot be routed over the Internet, assuring additional protection.

All over-the-air traffic is fully encrypted according to the 3GPP standards and all custom APN traffic is carried over dedicated VLANs for each customer within the AT&T Mobility core network.

DRAFT

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

AT&T has established certain service level objectives for AT&T's wireless GSM/GPRS/EDGE and 3G networks, as set forth in the table below. All measurements with respect to each network metric below are based on the national overall monthly performance of the applicable AT&T-owned wireless network (i.e., excluding microcells and all roaming providers' networks) and are not based on or specific to (i) End-users' use of such wireless network or (ii) a specific AT&T market. DMS acknowledges and agrees: (a) The Wireless SLAs constitute overall network performance targets; and (b) End-users may not experience such service levels even if they are achieved. (c) End-users' individual network experiences may differ from AT&T's actual network performance results due to Customer-specific situations and conditions.

AT&T Service Level Objectives	
Network Metrics	Wireless SLAs
Voice Accessibility	≥98%
Voice Retainability	≥98%
Data Accessibility	≥97%
EDGE Latency	≤450 milliseconds
EDGE Downlink Throughput	≥78 Kbps
HSPA Latency	≤240 milliseconds
HSDPA Throughput	≥700 Kbps
HSUPA Throughput	≥500 Kbps
SMS Delivery	≥97% within 2 minutes
Voicemail MWI Delivery	≥95% within 20 seconds

Description of Metrics;

Voice Accessibility: Voice Accessibility is measured as the ratio of total voice call connections successfully established on AT&T's GSM and/or 3G network(s) over total number of voice call attempts detected by such networks during a calendar month, excluding weekends and public holidays.

Voice Retainability: Voice Retainability is measured as the ratio of total successfully established voice calls on AT&T's GSM and/or 3G network(s) that are successfully retained (i.e., are not dropped prematurely) over total number of successfully established voice calls on such networks during a calendar month, excluding weekends and public holidays. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party.

Data Accessibility: Data Accessibility is measured as the ratio of total data sessions successfully established on AT&T's GSM and/or 3G network(s) over total number of data session attempts detected by such networks during a calendar month, excluding weekends and public holidays.

DRAFT

EDGE Latency: EDGE Latency is measured as the average round trip time for a packet of data to travel from an EDGE capable device to a server beyond the AT&T network, excluding the public Internet. The measurement is derived over a calendar month from EDGE testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

EDGE Downlink Throughput: EDGE Downlink Throughput means the harmonic mean data transfer speed experienced when downloading packet data to an EDGE capable device. The measurement is based on all EDGE data sessions detected by the AT&T GSM/GPRS/EDGE network over a calendar month.

HSPA Latency: HSPA Latency is measured as the average round trip time for a packet of data to travel from an HSPA capable device to a public server. The measurement is derived over a calendar month from HSPA testing devices geographically dispersed across AT&T's 3G network.

HSDPA Throughput: HSDPA Throughput means the harmonic mean data transfer speed measured with HSDPA capable devices when downloading packet data from a public server. The measurement is derived over a calendar month from HSDPA testing devices geographically dispersed across AT&T's 3G network.

HSUPA Throughput: HSUPA Throughput means the harmonic mean data transfer speed measured with HSUPA capable devices when uploading packet data to a public server. The measurement is derived over a calendar month from HSUPA testing devices geographically dispersed across AT&T's 3G network.

SMS Delivery: SMS Delivery is measured as the ratio of total SMS text messages that are successfully transmitted by a wireless device and delivered to the intended SMS recipient within 2 minutes over the total number of SMS text messages delivery attempts. The measurement is derived over a calendar month from GSM testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

Voicemail MWI Delivery: Voicemail MWI Delivery is measured as the ratio of total MWI notifications successfully delivered to the AT&T wireless voicemail recipient within 20 seconds after successful deposit of a voicemail message over the total number of MWI notification delivery attempts. The measurement is based on a calendar month from GSM testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

Additional Definitions: The following additional terms used in this section have the meanings set forth below:

(a) 3G means 3rd Generation and refers to AT&T's UMTS/HSPA network.

(b) EDGE means Enhanced Data rates for Global Evolution (or GSM Evolution), which is a 2.5 Generation (2.5G) high-speed digital data service provided by cellular carriers worldwide that use the GSM technology.

(c) GPRS means General Packet Radio Service, which is a digital wireless data technology used by cellular carriers using GSM.

(d) GSM means Global System for Mobile Communication, which is a digital cellular technology standard used in the wireless transmission of voice and data. GSM is the world's most popular wireless phone technology.

(e) HSDPA means High-Speed Downlink Packet Access.

(f) HSPA means High-Speed Packet Access, which is the technology used to handle data transmissions on AT&T's 3G network and which consists of both HSDPA (for the downlink) and HSUPA (for the uplink).

DRAFT

(g) HSUPA means High-Speed Uplink Packet Access.

(h) MWI means Message Waiting Indicator, which is a wireless device feature that displays the number of messages that have been received in a user's voice mailbox.

(i) SMS means Short Messaging Service, which is a wireless phone feature that allows the user to transmit and receive data messages of a limited size across two endpoints of a cellular network.

(j) UMTS means Universal Mobile Telecommunications System, which is the 3GPP version of 3G technology. UMTS carries the voice portion of a call on AT&T's 3G network (while the HSPA component of AT&T's 3G network handles data transmissions).

Quarterly Performance Report(s): AT&T shall provide DMS with quarterly performance reports showing the actual performance results for the network metrics identified in the Table above for the months in the previous quarter. Such quarterly reports shall be made available electronically to DMS via its customized AT&T Premier Enterprise web portal through which DMS and its authorized CRUs place orders and manage wireless service accounts in accordance with the contract. Thereafter, reports will be made available via Premier forty five (45) days after the end of each calendar quarter.

Note: *With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall the failure to meet the stated service level objectives contained within this section subject AT&T Wireless to any penalties or damages of any kind.*

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

AT&T shall authenticate user devices via the SIM and the specific APN provisioning for the SIM. Customers can authenticate users via a network connection that is established with the device, or via a customer application on the device.

Each user group will be assigned a custom APN that shall be provisioned on the SIM account and cannot be assigned to any other account without special, specific permission. The IP addressing is done via the APN and is from the IP address pool assigned to that APN.

1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event.

(a.) The actual date and time of connection initiation,

DRAFT

(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,
(c.) closed user group name (or other) the wireless user is assigned to,
(d.) IP address assigned to the device for connected session,
(e.) total uplink data amount (in bits) transmitted over the connected duration,
(f.) total downlink data amount (in bits) received over the connected duration,
(g.) duration time (in minutes) of the connected session,
(h.) wireless device's associated ten (10) digit phone number,
(i.) account number associated with the transmit/receive wireless device, and
(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

DMS shall waive (not require) items c, d, and g (in the list above) until the Service Provider elects to enable that capability on their network. Currently, the AT&T network does not have the capabilities to deliver items c, d, and g in the Monthly Data Usage Detail Report.

AT&T shall provide this alternative solution: DMS personnel shall be allowed to log into the Premier eBill system and access the "Monthly Data Usage Detail Report." This report has the following data fields available:

1. Foundation Account
2. Foundation Account Name
3. AT&T Billing Account Number
4. AT&T Billing Account Name
5. Wireless Number
6. User Name
7. Market Cycle End Date
8. Usage Date
9. Usage Time
10. Charge Description
11. Roaming Description
12. In/Out
13. KB Usage
14. KB Usage Charge

DRAFT

These reports/extracts can be scheduled and automatically delivered to the State's Secure FTP server via the configuration of the report in Premier eBill.

Alternatively, instead of SFTP delivery of these CSV or Microsoft Excel detail files, AT&T also has the ability to use EDI for billing data export (see section 5.07.6). Mobility eBill has the ability to generate EDI 811 (X12/V4010/811) documents regarding call detail records and can deliver to OaSIS via:

- AS2
- Connect:Direct
- SFTP

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

The SUNCOM Client may require an Application Program Interface (API) be developed to provide electronic communication between the broadcast message service servers and the agency application database; therefore, include in the ITN response an hourly rate to develop the API. Be aware each agency shall require a unique API to their application databases.

AT&T shall provide the Global Smart Messaging Suite (GSMS) which fully meets the requirements of this section. This powerful web-based application hosted within the AT&T network is designed to meet large enterprise messaging and communication needs. AT&T Global SMS service enables two-way communication (via SMS and e-mail) between employees and, under DMS's control, opted-in consumer subscribers across most wireless carriers.

The following Global SMS features meet the requirements:

- Two-way, cross-carrier SMS, including mobile-originated text messaging
- SMS reach to subscribers in the U.S., Canada, and select international countries
- Software as a Service (web-based service)
- E-mail messaging
- Enterprise-wide permissions control (hierarchical and multi-workgroup)

DRAFT

- Archiving of all messaging activity
- Reporting and analysis tools
- Tools to integrate with existing messaging systems and applications
- 24/7 technical support provided by AT&T

In addition, AT&T shall, as requested, assist DMS with the development of domestic short codes that can be used for cross-carrier SMS messaging. If desired, the AT&T Global SMS platform can be extended for messaging to employees and consumers worldwide. Administrative controls available to DMS include:

- Define multi-workgroup hierarchy
- Set role-based user permissions
- Control user credits and costs
- Specify applications for users
- View reporting and analysis

The AT&T Global SMS platform can be directly integrated with existing systems, or used as a stand-alone web-based application supporting a wide variety of operations, including:

- Workforce management and communication
- Mobile marketing campaigns via SMS and e-mail
- Mobile commerce
- HR functions including job placement and staffing
- Shift confirmations and staff scheduling
- Reminders
- Voting, polling, surveying, sweepstakes

In addition to the standard GSMS functionality, AT&T can provide advanced application messaging modules:

WebSMS+—Extends the included outbound SMS capability by enabling advanced features such as permission management, reply management, scheduling, and prioritization of messages.

Campaign Manager—Provides DMS the ability to manage opt-in and opt-out permissions for SMS and e-mail bulk messaging. Authorized personnel can deliver bulk SMS and e-mail messages such as emergency alerts to citizens or staff. In addition, users can be polled and responses tabulated to determine the scope of a situation, such as the extent of a power outage.

Inbound and Inbound+—The Inbound application receives SMS messages generated in the field by mobile devices. Incoming messages can be automatically sorted, parsed, and a response is generated to confirm receipt or provide interim instructions. Inbound+ further extends the capabilities of the system by enabling multi-question campaigns, voting, polls, and surveys.

eMailer and eMailer+—Used to complement the basic SMS capabilities of the system, the eMailer application enables e-mail as a multi-modal communication tool. eMailer+ enables advanced e-mail features such as adding attachments, providing user unsubscribe controls, stored templates, destination filtering, and delivery rate control. With these tools, DMS and other user departments can develop libraries of complex, pre-planned, and approved communications that can be sent out as part of community news, disaster instructions, or in response to queries from the public.

DRAFT

Outlook 2007 Plug In—Authorized users can send cross-carrier messages via the AT&T Global Smart Messaging Suite without leaving the Outlook user interface.

Lotus Domino Plug In*—Domino users are able to send cross-carrier messages via the AT&T Global Smart Messaging Suite without leaving the Domino user interface. (NOTE: Domino Admin Center server software must be installed behind Customer's company firewall.)

SalesForce.com Plug In—SalesForce.com plug in extends SalesForce.com to be able to send cross-carrier SMS (domestic and international) via the AT&T Global Smart Messaging Suite without leaving the SF user interface. (Note: SalesForce.com software plug-in must be downloaded from the SalesForce.com application store.)

StaffMatch—Staff Match automates the time-consuming process of contacting staff to fill shifts. With Staff Match, you simply define your shift (date, time, location), the role you need to fill, and any specific qualifications and press send. Staff Match will send an SMS message to all staff in your employee pool that meet the criteria you have selected. Staff simply responds with a 'Y' or an 'N' and the shift is allocated to the first 'Y' responses received and sends an acknowledgement to the successful bidders. Staff Match also advises unsuccessful bidders accordingly.

Reminder—Reminder is an automated SMS appointment-confirmation solution that enables appointment reminders to confirm appointments via SMS, which can help ensure that customers are contacted to reduce failure to attend rates.

StaffSafe—StaffSafe enables enterprise organizations to keep in touch with their field-based workforce. StaffSafe enables the ability to create and schedule staff checks via SMS; confirm status from the field via SMS; escalate when messages are unanswered and provide real-time reporting of employee status. The solution can be integrated into existing workforce management systems for job dispatch and tracking to help ensure a smooth end-to-end process flow.

Mobile Authenticator—Mobile Authenticator provides your employees or customers access to your online services via a 2-factor mobile authentication system. Mobile Authenticator takes advantage of the ubiquity of the mobile phone to deliver a one-time password via SMS, delivering the same benefits as a hardware or software token without all the administrative overhead.

AT&T Global Smart Messaging Suite comes pre-configured with one or more application licenses, including the WebSMS application with features to enable outbound SMS, eMailer+ with features to enable advanced e-mail management, reporter to enable historical and performance reports, as well as the administration and API licenses for setup and integration with existing company systems.

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifiers, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers:

DRAFT

(a.) Minimum Identifiers, Content and Network:

(b.) Handheld device identifiers;

(c.) associated user account number;

(d.) message send date/time;

(e.) message receive date/time;

(f.) message content, sent;

(g.) message content, receive;

(h.) wireless network identifier;

(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

DMS shall waive (not require) items f, g, and h (in the list above) until the Service Provider elects to enable that capability on their network. Currently, the AT&T network does not have the capabilities to deliver items f, g, and h in the Message Usage Detail Report.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

AT&T shall provide this alternative solution: DMS personnel shall have the ability to log into Premier eBill system and access the "Monthly Message Usage Detail Report". This report currently provides for items a through e (in the list above). These reports/extracts can be scheduled and automatically delivered to the State's Secure FTP server via the configuration of the report in Premier eBill. Alternatively, instead of SFTP delivery of these CSV or Microsoft Excel detail files, AT&T also has the ability to use EDI for billing data export.

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible, the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol daily and/or upon request.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service

DRAFT

Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier
2. Start-Stop times
3. Sampling frequency

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equal the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

A third-party solution is acceptable as long as the third party is accountable to the awarded Service Provider and the regular monthly invoice is from the awarded Service Provider and not from the third party vendor. A separate award shall not be made for the geographical device tracking service.

AT&T shall provide the following alternative solution: AT&T LIS (Location Information Services) provides a cross-carrier, geographical device tracking service from LOC-AID Technologies; a Florida-based company. LOC-AID Technologies is a certified location partner of

DRAFT

AT&T. AT&T resells LOC-AID's cross-carrier location services. AT&T customers order, contract with, and are billed by AT&T.

With AT&T LIS, the geo-tracking sampling interval ranges that are currently available are fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

For invoicing, LOC-AID bills only for location requests that are successfully delivered to the customer. LOC-AID provides AT&T detailed transaction records for customer billing and auditing purposes.

LOC-AID is a certified mobile partner under the AT&T Mobile Applications program. While LOC-AID is a third-party solution, you will contract, place orders and receive invoices for the service directly from AT&T.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

AT&T supports "App Store" deployment of mobile applications for Apple, Android, Windows Mobile, and Blackberry. AT&T has wide experience with all of these platforms and extensive back-end experience with the associated transactional engines. Each mobile OS supplier has its own peculiarities, limitations, and laws regarding how applications can be distributed to their respective handsets. AT&T shall work with DMS to enable the appropriate and effective delivery of applications within the capabilities of each OS. As an option, AT&T will work with the State to identify whether utilizing an appropriate Mobile Device Management suite is acceptable to secure sensitive user information and to directly control how devices are configured.

1. Apple iTunes App Store

The Apple iTunes App Store is the only process for distributing public domain applications to Apple devices. Application updates, purchase, download, and distribution is controlled by Apple.

2. Enterprise iTunes

Apple has made provisions for organizations that wish to deploy internal or custom applications on IOS devices. An Enterprise Developer license acquired through Apple would allow DMS to deploy an internal iTunes server that can deliver internally built applications directly through the DMS network. This involves a fairly complex implementation, but would allow for internal applications to be downloaded directly to approved Apple devices. Authorized units must be registered and have the appropriate certificates installed in order to receive an application.

3. Android Marketplace

The Android Marketplace is the "official" location for developers to post their applications and to charge for them using Google Checkout transaction technology. Unlike Apple, Android based phones are completely open in terms of where applications may be acquired including by direct download from third party sites. AT&T can assist DMS in developing a specific store for Android phones similar to those already operated by Amazon, Vodafone, and Appbrain.

4. Blackberry App World

DRAFT

App World is the official site for distribution of Blackberry (BB) applications. Third parties are open to create their own portals or applications allowing discrete downloads of specific applications based on certain criteria. The process for BB is similar to that of Android. AT&T can work with DMS to implement distribution of specific applications for end-users.

Other considerations

AT&T shall work with DMS to develop objectives that address specific considerations in the development of an internal App Store for the State of Florida.

AT&T has the capability and experience to implement the modules necessary for these transactions.

1.19 Coverage Maps (Voice and Data Web GUI)

Within forty-five (45) days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

DMS waives (not require) the requirement as stated above as long as: AT&T provides and maintains a wireless coverage GUI on the public Internet that is available to DMS and the end customer. http://www.wireless.att.com/coverageviewer/

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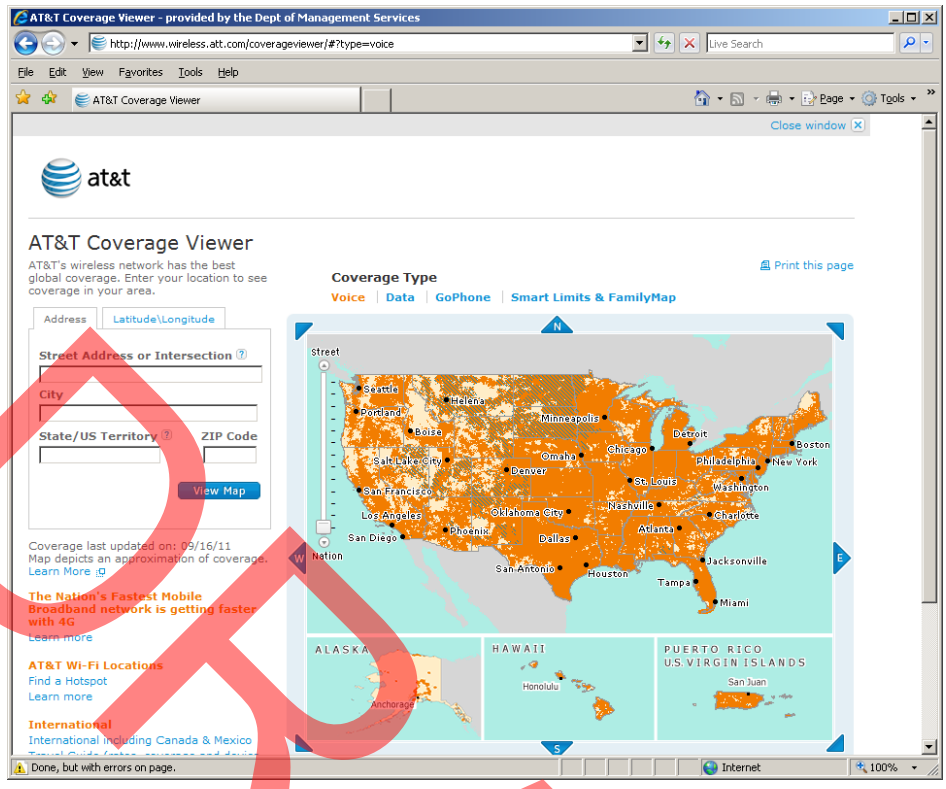

Functionality: A user may choose to view voice or data coverage. They are then asked to enter:

Street Address or Intersection
City
State
Zip code
Or Latitude / Longitude coordinates

The results are displayed as shown in the following example.

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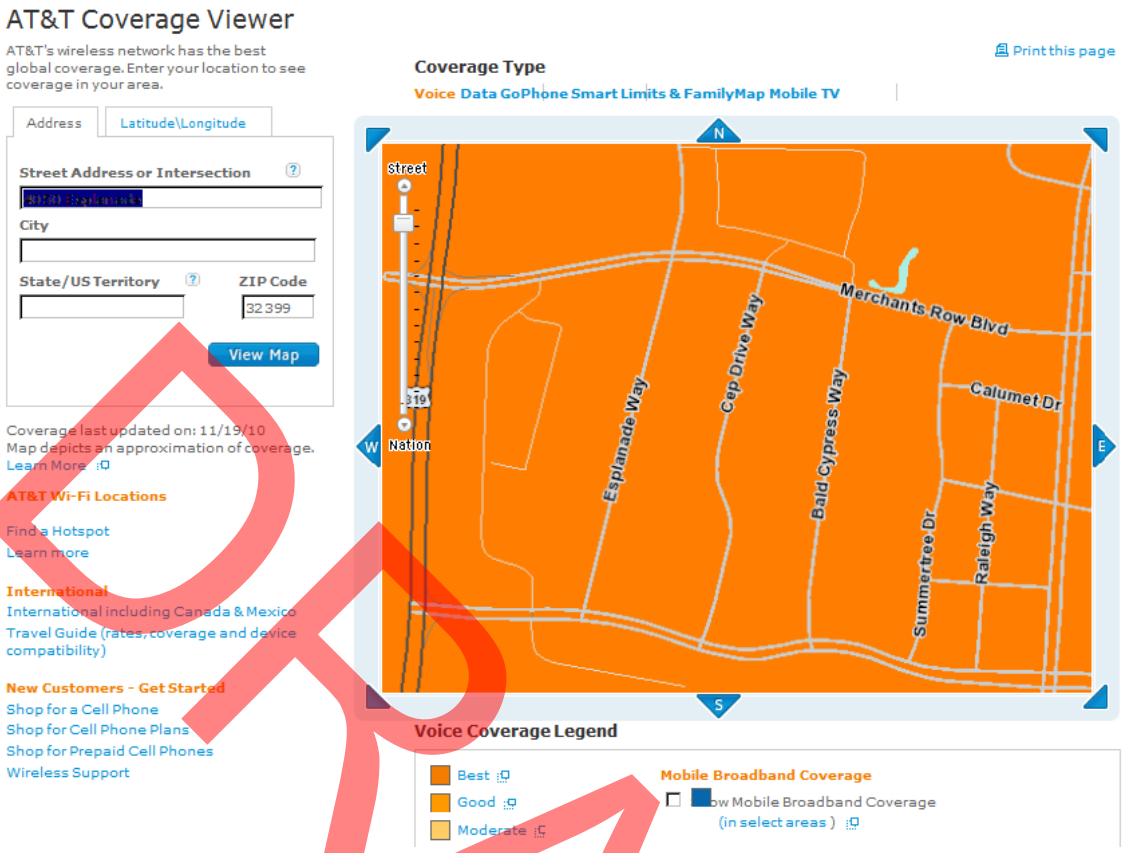

Figure 1.20.1: AT&T Wireless Coverage Viewer

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total.

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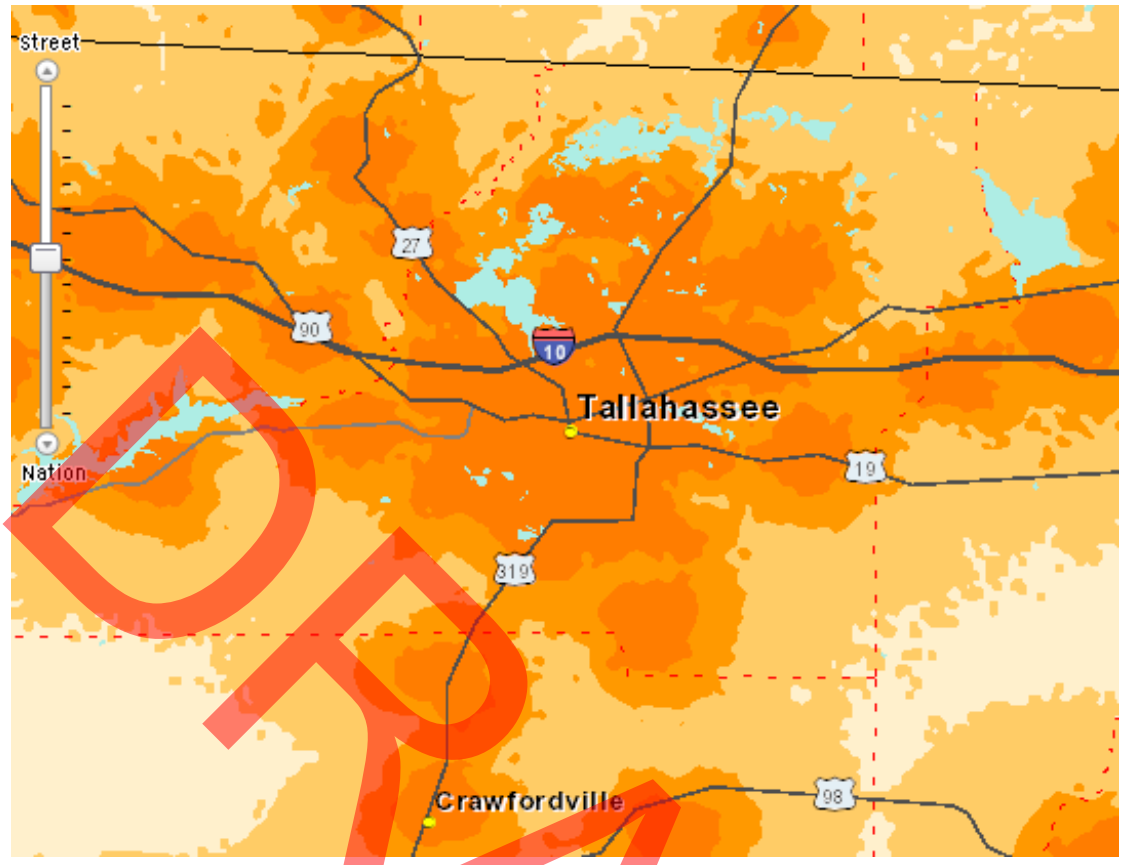

Figure1.20.2: County boundaries as depicted on the AT&T coverage viewer

As new sites are deployed and the system is upgraded, AT&T shall continuously update the web-based coverage viewer to show the latest service. Therefore we recommend that the State provide the link to the AT&T coverage viewer, rather than static maps that quickly become outdated on its web site so that users always have accurate and up-to-date coverage information.

1.20 Roaming

There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

AT&T Mobility provides coverage throughout the State of Florida and therefore shall not require any roaming service within the State. Roaming in other parts of the U.S. fully complies with the requirements of this section. In very limited situations in remote locations where AT&T has no network, a roaming charge may apply.

1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

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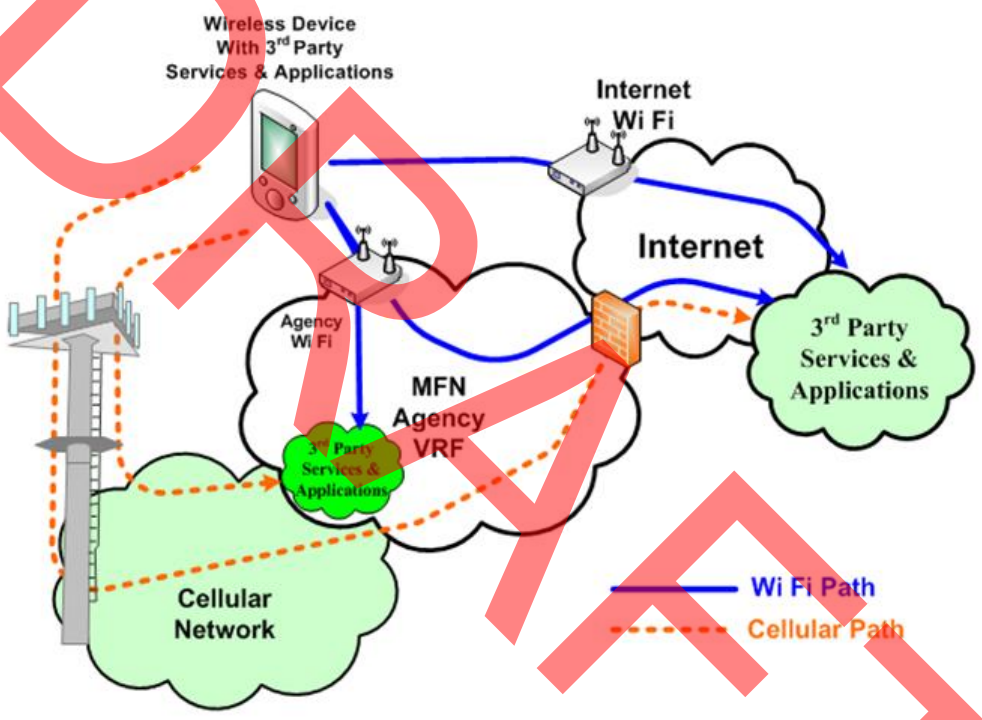
The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.



The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

1.22 Priority Connect Services

The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry

DRAFT

subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network.

At this time, AT&T Wireless supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

To take advantage of WPS on the Service Provider Wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the NCS to receive this service, by visiting the NCS' website at http://wps.ncs.gov/. Once NCS confirms eligibility, the NCS will then notify the Service Provider that the official request has been approved for WPS and that the service can be added to the user's account. Users may also contact the DMS Product Manager, the Service Provider's Account Manager or the WPS Activation and Support department at 877-262-2950 for further information. Additional information regarding the WPS program can be obtained by visiting http://wps.ncs.gov/.

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system (the NNI) to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

AT&T shall make available to the state the AT&T Premier Online Care system to perform monitoring of all wireless numbers that are associated with the contract. Current usage, overage

DRAFT

notifications, and current plans and features are easily accessible. Administrators can find individual lines by advanced search features such as full or partial name, IMEI, SIM Card identifier, User Defined Labels, and telephone number.

DMS shall be enabled; robust permission structure and registration allow end-users access to their wireless information, usage, current plans and features, and billing information. Administrators can change rate plans, features, mobile applications, update user information, suspend and reinstate service, and perform other management activities.

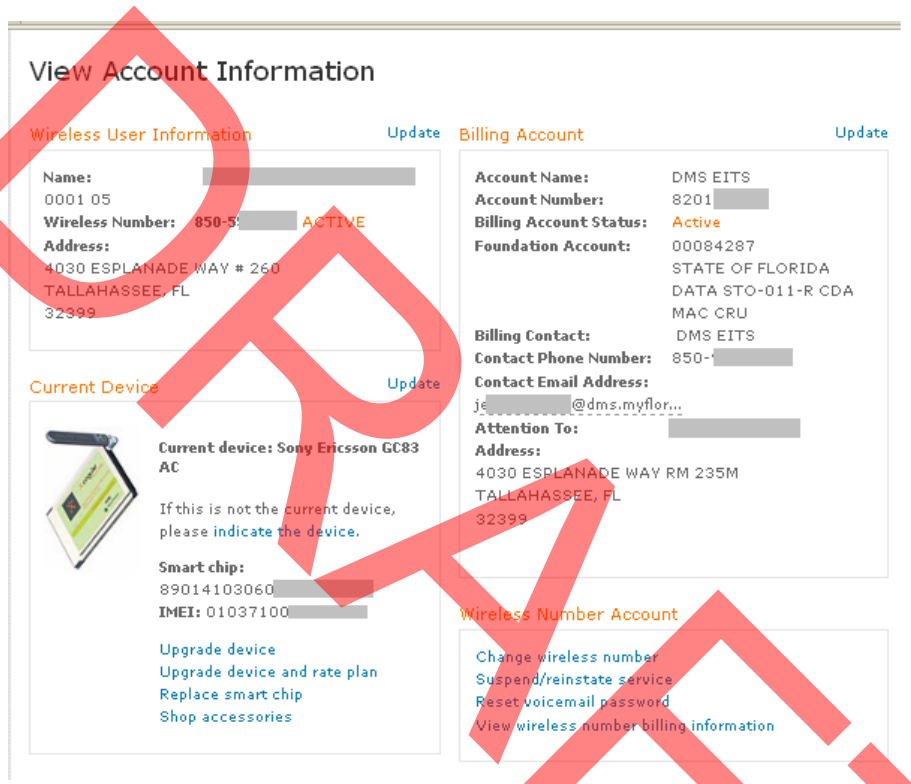


Figure 1.25.1 - Sample Device Overview

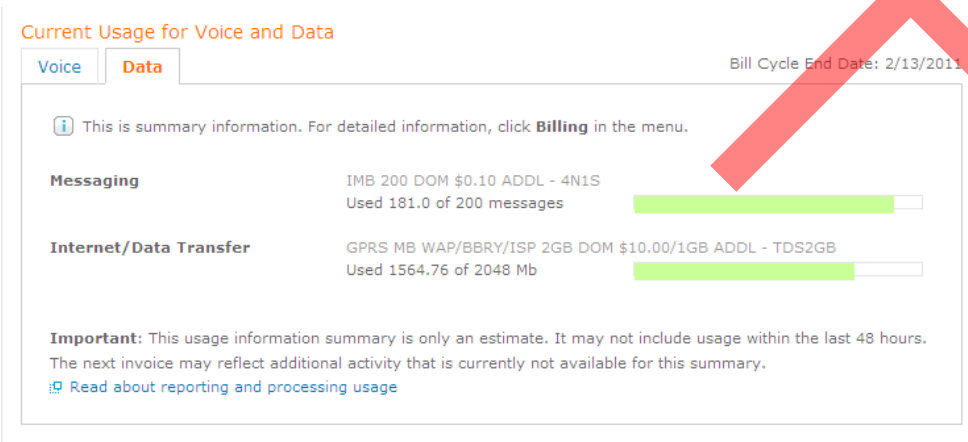


Figure 1.25.2 - Summary Data Usage Information

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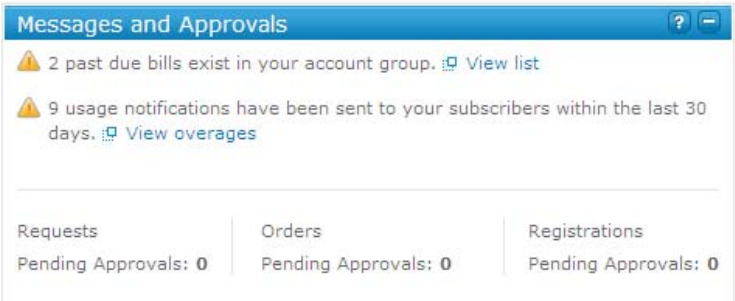

Figure 1.25.3 - Sample Proactive Account Alerts

1.25 Voice Monitoring Tool Suite

The Service Provider shall provide a web-based tool capable of monitoring voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user account while limiting the end customer to their particular users.

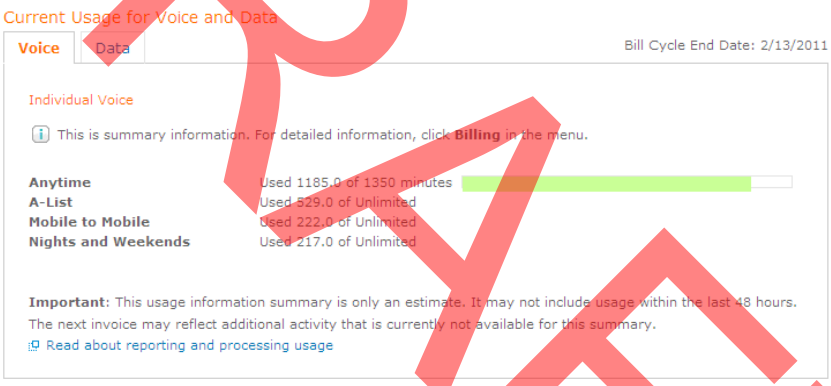

Figure 1.26.1 - Sample Voice Monitoring Tools

1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.

DRAFT

Premium Type Device: a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

AT&T continually certifies and provides a wide variety of wireless devices from leading manufacturers, including BlackBerry®, Windows Mobile®, SymbianTM, Palm®, specialty vertical devices, and iPhone, among others. Each month, newly certified equipment is added as it becomes available, and older equipment is retired as it is replaced by the manufacturer or is no longer supported. AT&T shall offer wireless voice transmission devices that are fully compliant with this section, but rather than providing details for these devices as if this were a static list, AT&T prefers to reference the more detailed, and current information at AT&T's website at http://www.wireless.att.com/businesscenter/phones-devices/

Because AT&T provides hundreds of devices with varying capabilities, the web page provides filtering capabilities to allow searches by or compare equipment based upon categories such as:

a. Style (bar phone, flip phone, slider phone, smartphone, LaptopConnect card, mobile Internet, etc.)
b. Operating system (Android, Apple iOS, BlackBerry, HP webOS, Symbian, Windows Phone, Windows for PC)
c. Manufacturer (AT&T, Acer, Apple, BlackBerry®, Dell, HP, HTC, LG, Motorola, Nokia, Novatel Wireless, Option, Palm®, Pantech, Samsung, Sharp, Sierra Wireless, Sony Ericsson)
d. Capability (3G, 4G, Bluetooth®, International, Music, Push To Talk, QWERTY, Video, Wi-Fi, With Camera, Without Camera, World Phone)

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,
m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

DRAFT

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by the Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

AT&T shall offer wireless data transmission devices (modems, tablets, cellular routers, etc..) that are fully compliant with this section. Rather than providing details for these devices as if this were a static list, AT&T prefers to reference the more detailed, and current information at AT&T's website at http://www.wireless.att.com.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The Helpdesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, the Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be the Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution, resolution date and time or provide a target date for resolution and other information as requested by the Department. After the Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.

DRAFT

The Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

AT&T shall work with the State through the implementation process to develop a ticket reporting tool. AT&T will provide helpdesk to helpdesk support. AT&T will provide an interface to access the ticket data.

1.30 Network Trouble Reporting.

Upon notification of network trouble, the Service Provider shall respond to the trouble reports within 4 hours of notification. A report of trouble clearance shall be furnished to the Department and the SUNCOM Client within one hour (1) of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall make best effort to provide immediate notification to the Department when it affects Customer services.

1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department.
The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in

DRAFT

order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

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

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

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

1.36 Planned Service Outage Notification

The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS and the affected end-users of a planned service outage which includes the date, time, and estimated duration of the outage.

1.37 Unplanned Wireless Outage Notification

The Service Provider shall send a notification to DMS communicating the wireless services is not available in a generalized area within Florida which includes an estimated time for service restoration within five hours (maximum) from the outage start time.

DRAFT

1.38 Hardware Shipment

From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two (72) hours, excluding State holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.39 Existing Wireless Data Customer Migration

Once the Service Provider receives the OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days.

DRAFT

EXHIBIT 2 – BUSINESS PROCESS AND OPERATIONS

DRAFT

Exhibit 2 - Business Processes and Operations

Table of Contents

2.01 Business Model General Description 3
2.02 Implementation Timeline 3
2.03 SUNCOM Client Experience 3
2.03.1 OaSIS Website 4
2.04 Business Process Technology and Core Data 8
2.04.1 OaSIS Managed Sessions 8
2.04.2 Data and Relationships 8
2.05 Business Process Flow and Service Provider Duties 9
2.05.1 Transition Period 11
2.05.2 Steady State Business Process 17
2.06 AT&T Marketing Plan 27
2.07 Billing Data Fields 28

DRAFT

2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers shall place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders shall be passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Service Provider shall meet timelines as defined in Figure 2:1 unless otherwise agreed to in writing by the Parties.

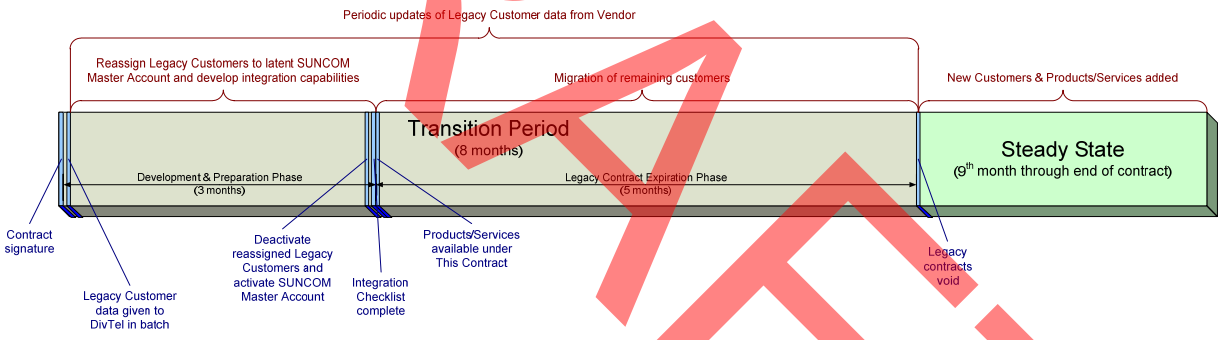

Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable prototype integration modules.

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service Provider and approved by DMS.

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM.

DRAFT

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic file of all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services. Devices, Rate Plans, features, and accessories will be hosted within an OaSIS Service Provider catalog with information provided by the Service Provider on a frequent basis. The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS. DMS will provide access to coverage maps for SUNCOM Endusers using a public Service Provider Coverage Viewer, optimized for business customers:

http://www.wireless.att.com/coverageviewer/?b2b=true

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

The SUNCOM Enduser will access OaSIS; identify wireless devices, plans, features, and accessories; add items into a shopping cart; and complete checkout within OaSIS. Once this checkout process is complete, OaSIS will format a DirectXML (dXML) order, authenticate and transport this message to the Service Provider backend systems (Premier), and the Service Provider will validate the items within this order request. If this order passes validation, Premier will ACK the order by sending back an XML response and begin the fulfillment process that will result in a wireless device being shipped to the end user. If this dXML message fails, then Premier will send a failure XML message with the failure reason code contained in the message.

DMS shall transmit orders to the Service Provider using the above referenced DirectXML process when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the DirectXML process to electronically transmit orders to the Service Provider.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through DirectXML for order fulfillment.

Service Provider shall accept state network provisioning information via APIs, such as IP address and Closed User Group.

Service Provider shall disable ordering through normal SUNCOM Enduser-facing order interfaces to ensure that all orders are placed through OaSIS directly.

Service Provider shall send, at regular intervals, catalog updates based on the following psudo-structure:

- Device Name, SKU, Type, Image (or Image URL)
    - All compatible Rate Plans, including Name, SKU, Type (Voice/Data)
        - All compatible Features, associated with the Rate Plan selected including Name, Description, and SKU

DRAFT

- All compatible Accessories, including Name, SKU, Type (Battery, Case, Screen Protector, Software, etc.) Image (or Image URL)

Separately, a price list shall be provided with the following psudo-structure:

- Order Type (Upgrade, New Service, Accessory)
  - SKU
  - Price
  - One-time or monthly recurring charge
  - Rate of charge (flat, per MB, per minute, etc.)

DMS shall load these data files into the OaSIS catalog where they will be reviewed for approval by DMS.

Service Provider shall establish a custom profile for OaSIS including important information such as billing information, contact information, default shipping and billing addresses (able to be overridden at any time), and notification preferences.

At this time, customers will be able to login to OaSIS, and OaSIS will display available devices, compatible plans, and optionally additional features and accessories. After placing these items into the OaSIS shopping cart and completing and OaSIS checkout routine, OaSIS will generate an XML file formatted per the Service Providers specifications.

Service Provider shall supply samples of XML messages upon execution of this Contract.

These Order XML files will fall into different formats depending on the type of order that is being placed:

- New Service Orders (NewSingleLineActivation) – this would create a new wireless telephone number under a new Service Provider billing account number, which would still roll up to a single end of the month bill. We recommend this transaction type for the first order placed on a new OaSIS Billing Account that has not had any lines moved over from the legacy contract yet. This can include a new device from the product catalog or include activation of an existing Service Provider device (Customer Owned And Maintained Equipment or COAM).

- Add a Line Orders (AddSingleLineActivation) – this adds a new wireless telephone number onto an existing Service Provider billing account, which would still roll up to a single end of the month bill. We expect this type of transaction to have very high volume. This can include a new device from the product catalog or include activation of an existing Service Provider device (Customer Owned And Maintained Equipment or COAM).

- Upgrade (UpgradeSingleLineActivation) - this upgrades an existing Service Provider wireless telephone with a new device from the product catalog. Changes to the rate plan or features are held in a pending state until the new device is delivered to the end user and activated online or over the phone.

- Local Number Porting (LNPSingleLineActivation): this ports a mobile number from another carrier to Service Provider and create a new Billing Account. Similar to the New Service Order above.

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- Local Number Porting Add a Line (LNPAddSingleLineActivation): this ports a mobile number from another carrier to Service Provider and adds to an existing Service Provider Billing Account. Similar to the Add a Line Order above.

- Accessory Only Order (FulfillmentOnly) - this ships an accessory with no service or activation required.

Account Management XML files will be similarly formatted with the following transactions available:

- Update BAN (UpdateBAN) - Update information on an existing Billing Account Number such as contact information, address, e-mail notifications, etc.

- Change Primary Place of Use (ChangePPU) – due to federal regulations, correct addresses for subscribers are very important. Updates can be made to the Name, Address, work phone, and four User Defined Labels that can be used by OaSIS.

- Change Rate Plan (RatePlan) – Allows the update of the wireless plan for an existing Service Provider subscriber.

- Change Features (AdditionalOfferings) – Allows the update of any optional features for an existing Service Provider subscriber.

- Change Rate Plan and Features (RPlanWithOfferings) – Allows the update of the wireless plan and features for an existing Service Provider subscriber.

- Change Status (ChangeStatus) - Change the status of a subscriber between Suspend, Re-instate, and Cancelled.

When a transaction is sent to the Service Provider it shall include a UniqueRequestID, which can be any format, as long as each is unique. When the Service Provider's backend receives a valid transaction it will create a corresponding Service Provider Premier Gateway OrderID, which is how the order is referenced in the Service Provider Premier Gateway GUI (if a SUNCOM Enduser calls for assistance, the agent will retrieve the order by that OrderID). This Gateway ID is also included in Activation Status Notification messages (info below) to assist in tracking.

After each transaction that is sent to the Service Provider, the Service Provider ordering systems will respond with an acknowledgement (ACK) or non-acknowledgement (NACK) message to notify OaSIS if the formatting and transport was correct for that transaction.

If a transaction is valid and begins the fulfillment automation process, various status messages will be sent asynchronously to the ClientHeader@NotificationURL sent in the transaction (or a default in the Profile), every time the status of an order changes. The ASNs contain 'compounding' information. In a standard automated scenario ASNs are sent for 'received', 'activated' (accepted by provisioning system) and then 'shipped' (inclusive of carrier & tracking #). Other statuses which may be sent are 'processing', 'pending', 'canceled', 'back ordered', or 'complete' (COAM Activation only orders only). To eliminate ASNs, do not include a NotificationURL in the transaction or in the Profile.

A 'normal' processing scenario for orders will return an ASN for Received, Activated, and then Shipped. The Shipped status is usually the last, and will only occur when the Device can be shipped.

Service Provider	Description	Can also

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ActivationStatusNotification SubscriberNotification Status_Standard		have Email sent if configured
Received	The Order has been received by the AT&T system (ACK was sent)	Yes
Processing	This occurs if an order is not fully processed through automation and an agent has to do some manual process. It should generally be within a 24 hour window and it is likely you will not need this status.	No
Pending	This usually occurs if we need additional information from the customer (like if we have invalid Credit Card data or the shipping address is not valid.)	Yes
OnHold	Similar to Pending, there is a problem processing the order, but issue requires a supervisor review the order to determine resolution.	No
BackOrder	Device is on backorder and cannot be shipped	Yes
Activated	This indicates the order has made it to AT&T's provisioning system. It used old terminology and does not mean the device has been activated.	No
Shipped	Device has shipped. Status Detail will include: MDN_MSISDNNum (the phone number assigned or being upgraded), Carrier (who shipped), TrackingNumber (of shipment). [Status Detail – Substatus: All_In_Stock, Backordered_Accessory, Shipped_With_Backorder, Backordered_Item_Shipped]	Yes
Complete	This will be Order Completed for Activation Only COAM orders (customer owns device). These are orders that do not Ship, so essentially we have a Complete status instead of a Shipped Status.	Yes
Canceled	Order has been Canceled (device no longer available, ineligible for upgrade, customer canceled, etc.).	Yes

A 'normal' processing scenario for Care/Account Management orders will return an ASN for Received and then Complete. There is no shipment for POC orders.

Service Provider ActivationStatusNotification SubscriberNotification Status_Standard	Description	Can also have Email sent if configured
Received	The Order has been received by the AT&T system (ACK was sent)	Yes
Processing	This occurs if an order is not fully processed through automation and an agent has to do some manual process. It should generally be within a 24 hour window and it is likely you will not need this status.	No
Pending	This usually occurs if we need additional information from the customer (like if we have invalid Credit Card data or the shipping address is not valid.)	Yes
OnHold	Similar to Pending, there is a problem processing the transaction, but issue requires a supervisor review the order to determine resolution.	No
Complete	Transaction is complete. Care transactions do not involve shipment so essentially we have a Complete status instead of a Shipped Status.	Yes

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Canceled	Order has been Canceled (invalid feature requested, customer canceled, etc)	No

2.04 Business Process Technology and Core Data

2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

OaSIS shall send XML to the Service Provider's ordering systems with a completed transaction with the following security protocols:

- XML will be transported to Service Provider via TCP over HTTPS connections (port 443), secured with Verisign or alternative provider certificates with 256 bit encryption. Fallback to 128 bit encryption can be supported with Service Provider chief security office approval if OaSIS cannot connect at 256.

- An Authorization key will be generated, as well as a customer ID that will need to be embedded in every transaction back and forth with the Service Provider. OaSIS will have two Customer IDs assigned to them by the Service Provider eBonding team. The same Customer IDs are used in both Test and Production Environments.

    1. To be used when sending Store transactions requiring Priority Shipping.

    2. To be used when sending Store transactions requiring Standard Shipping or when sending Care Transactions.

Managing SUNCOM Endusers' ordering permissions in OaSIS is the sole responsibility of DMS.

2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

Inventory, usage, and recent order information shall be available manually from the Service Provider Premier Online Care for download in CSV, Excel, and Tab-Delimitated Text files to help auditing or augmenting any data stored in OaSIS.

The conceptual data diagram in Figure 2.2 below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

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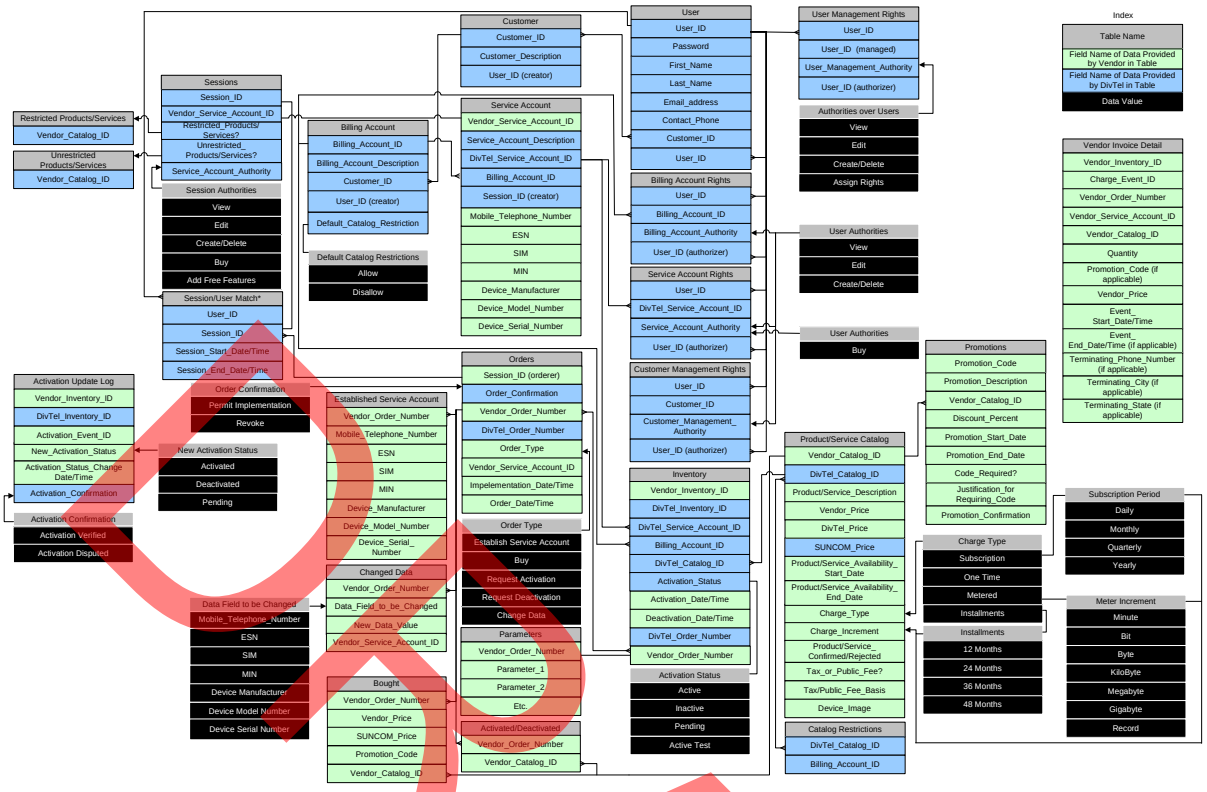

Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

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

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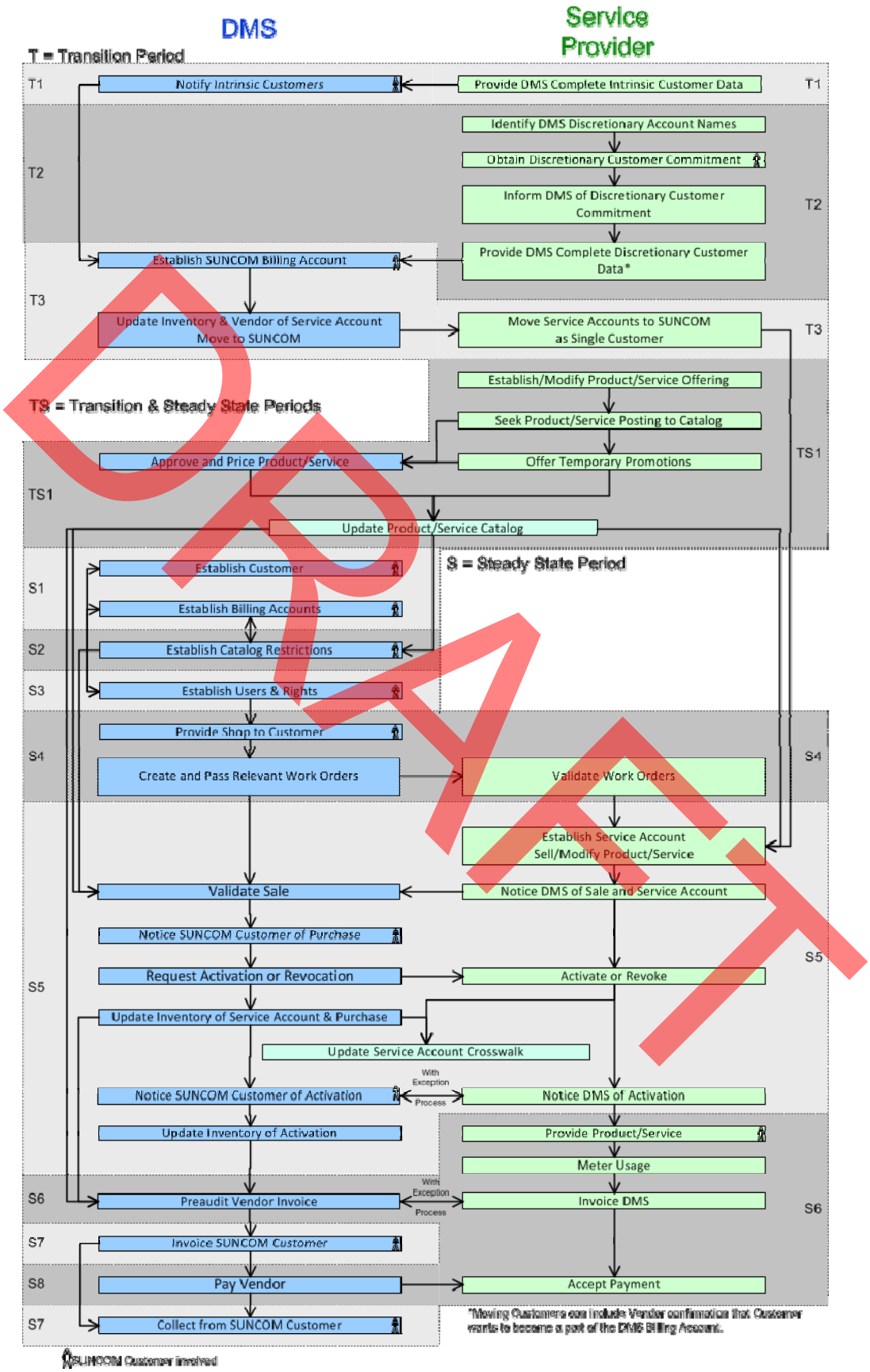
DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T2
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
Inform DMS of Discretionary Customer Commitment
Provide DMS Complete Discretionary Customer Data*
T3
Establish SUNCOM Billing Account
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
TS = Transition & Steady State Periods
Establish/Modify Product/Service Offering
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
S4
Provide Shop to Customer
Create and Pass Relevant Work Orders
Validate Work Orders
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
Invoice DMS
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Account.
SUNCOM Customer involved

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Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Transition Period shall begin at Contract execution and be completed within eight months. At the sole discretion of DMS, the Transition Period may be extended. Both parties may agree to reduce the timeframe.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves regardless of the nature of the existing contract (e.g., state term contract, GSA contract, WSCA contract, SUNCOM contract, SUNCOM Client specific contract, or other type of agreement), unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of pre-existing State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing, unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

Service Provider will negotiate any code modification needed to comply with this contract if needed. Data setup and exchange will occur during this period as well as exchange of technical information needed to communicate with OaSIS and Service Provider Premier Enterprise Portal and eBill.

At the sole discretion of DMS, the Service Provider Account Team may login to OaSIS directly and complete work orders within OaSIS Order Management when XML functions are unavailable.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

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At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.06 AT&T Marketing Plan.

The Service Provider shall deliver the Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers after Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser as outlined in Section 2.06 AT&T Marketing Plan.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.06 AT&T Marketing Plan.

Service Provider Account Team will work with DMS to provide any necessary data regarding existing Service Provider Florida State customers. The Service Provider Account Team will work with DMS in the creation and documentation of any new billing accounts that are needed. Intrinsic Enduser information regarding existing Service Provider customers will be gathered and delivered via Service Provider Account Team.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.07: AT&T Marketing Plan.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall provide the supplemental data for the SUNCOM Clients shown in Figure 2:4.

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Intrinsic Customer Supplemental Data

Customer Supplemental
Vendor_Customer_ID
Customer_Description
Contract_ID
Contract_Description
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Billing Account Supplemental
Billing_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code
Unpaid_Invoices
Unpaid_Amount

Service Account Supplemental
Vendor_Service_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

User Supplemental
User_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide DMS contact data for SUNCOM Eligible Endusers as defined in Section 2.07: AT&T Marketing Plan. SUNCOM Endusers identified in Section 2:07: AT&T Marketing Plan as "Contact data only" are referred to hereafter as "Discretionary Endusers".

Once it has been determined that the Discretionary SUNCOM Endusers have committed to migrate to the Contract, DMS will notify the Service Provider via electronic file and maintain documentation from the Discretionary SUNCOM Enduser verifying the commitments. If the Discretionary SUNCOM Enduser does not provide its objection to the Service Provider within 48 hours of DMS's notice to the Service Provider, the Service Provider shall provide the remaining data to DMS (corresponding to the data provided for Intrinsic SUNCOM Client) and tag the SUNCOM Enduser's Service Accounts in the Service Provider's systems to be a part of DMS's Latent Master Billing Account (to become a part of the DMS Master Account upon completion of the Development and Preparation Phase).

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Throughout the Transition Period, DMS will request the Service Provider to re-designate its Legacy SUNCOM Endusers' Service Accounts to become part of SUNCOM's Master Account through periodic data provided by DMS. Through this data, DMS may request that a specific Service Account, all of the Service Accounts under a specific Billing Account or all of the Service Accounts under a specific Legacy SUNCOM Enduser be moved. Upon request the Service Provider will provide a list of all of the Service

DRAFT

Accounts to be added to the latent or active SUNCOM Master Account (depending upon whether the change happens before or after the end of the Development and Preparation Phase).

During this time period the Service Provider billing systems will be updated to reflect the needed changes to move legacy SUNCOM Endusers into the new Foundation Account designated by the Service Provider Account Team. DMS requested data shall be provided by the Service Provider Account Team, but at this time will not be automated via flat file transfer, but rather provided in CSV or Microsoft Excel format.

On the last day of the Development and Preparation Phase, the Service Provider will activate the SUNCOM Master Account (i.e. the latent relationship between the SUNCOM Enduser's Service Accounts and DMS as the single Customer will be changed to active). This means that there will no longer be an association in the Service Provider's system between the Legacy SUNCOM Enduser and Service account; rather, when the latent status is removed, these accounts will be transferred to DMS as the single Customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers, who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see Section 2.05.1.2 "Legacy Contract Expiration Phase").

After doing so and the end of the current billing cycle has transpired, Legacy SUNCOM Endusers will no longer receive an invoice directly from the Respondent, the new prices, terms and conditions will apply. DMS will try to time this transition to correspond to the end of the Service Provider's billing cycle. But if that is not possible, all charges, to DMS and the legacy SUNCOM Endusers, will be prorated to account for partial billing periods of service. Any payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the SUNCOM Master Account will continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider (i.e. DMS will not assume any obligation or responsibility for the debt).

The Service Provider and DMS will exchange and audit the lists to verify and reconcile which Service Accounts will become active SUNCOM End Users.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

Prior to the Service Provider making any Product/Service available to any SUNCOM Enduser under the Contract, the Service Provider must first obtain approval from DMS to verify applicability and price conformance with the Contract. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to this Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider Premier Support Team shall provide Product/Service catalog extracts to DMS in the psudo-format. The Service Provider Account Team shall work with DMS to update and monitor catalog modifications.

DMS shall advise Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed to the SUNCOM Enduser by the Service Provider.

The Product/Service data provided by the Service Provider, along with the SUNCOM prices, will become a part of the SUNCOM Catalog as a basis for pre-audit (verifying that billed Products/Services have been approved, the SUNCOM price is correct, and the Respondent is charging DivTel the established Price) and for charging SUNCOM Clients through SUNCOM's billing. The Respondent shall maintain a corresponding Product/Service Catalog with matching data.

DRAFT

No elements in the Service Provider Product table, i.e. no description, conditions, prices, etc. may be made available under the Contract without prior DMS approval, as set forth above. Products (devices) that the Service Provider no longer sells may be enabled for use on the Service Provider's network need not be a part of the Catalog (but shall be a part of the Inventory).

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained within the Product/Services Catalog. To obtain Promotion approval and establishment of the appropriate SUNCOM pricing, the data shown in Figure 2:5 must be exchanged prior to availability of the Promotion. As with all prices in the Product/Service Catalog, only the SUNCOM established price for the Product/Service offered in the Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS will not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

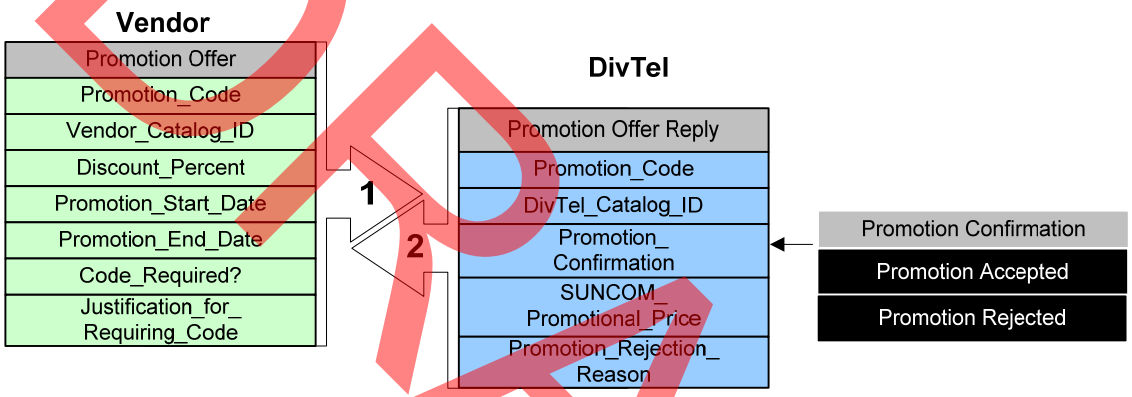

Figure 2:5

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers, i.e. there are no restrictions or conditions other than the requirement that it apply to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. If the Service Provider requests that a Promotion Code be required when an order is placed as a prerequisite to obtaining the benefits of a Promotion, the Service Provider must provide a written justification for such a requirement in the electronic file requesting the Promotion.

4. DMS reserves the right to publicize all Promotions in any way it chooses.

5. Promotions shall never have the effect of increasing a price.

Service Provider shall investigate a potential data feed of available promotions for OaSIS and allow OaSIS to determine which promotions to apply and which to leave with a base price. By moving pricing calculations and display to the end user to OaSIS instead of Service Provider's ordering systems, the state gains flexibility in how the final price is displayed, regardless of the one-time payment invoices that Service Provider will bill at the end of the month.

DRAFT

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. The standard process whereby the Service Provider submits an electronic request for inclusion in the Catalog shall contain a description field provided by the Service Provider and clearly identity the tax or public fee. The Catalog item shall be tagged as a tax/fee and Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. DMS shall pay any and all taxes for which it does not have an exemption.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.06 AT&T Marketing Plan.

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

    c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were

DRAFT

incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

   a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

   b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

   c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

   d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

Service Provider's Account Team will work with DMS and SUNCOM Endusers with the migration of existing SUNCOM Endusers to the new Foundation Account Number generated by the Account Team for this Contract (Transfer of Billing Responsibility).

The Service Provider Premier Online Care portal has online capabilities to perform one at a time Transfer of Billing Responsibility transactions via DMS Administrators sending a request electronically to the end user attempting to migrate, however we do not have any bulk transfer capabilities online. For large migrations of SUNCOM Endusers, the Service Provider Account Team will engage a special projects team to process these migrations in bulk.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

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2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

Catalog extracts with the psudo-structure listed above will be provided at regular intervals (weekly, monthly, or ad-hoc) that will include the current Service Provider product catalog. DMS shall include or exclude these new devices, plans, accessories, and features from OaSIS. Detection of differences between feeds will identify any new devices and other items as well as expired items. OaSIS will control the available catalog items.

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share Enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

    a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

    a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

The system default restriction option shall be set to "Allow".

Service Provider shall facilitate through different XML order types in OaSIS.

1. New Account Orders (creating a Service Provider account) or

2. Add a Line Orders (Adding to an existing Service Provider Billing Account - preferred).

    - This Service Provider account will assist the Service Provider Account Team members in troubleshooting, customizations, and billing audits.

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

    a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely

DRAFT

responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Service Provider for product support.

2. Service Provider Staff Authorities in OaSIS

   a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider's products and drafting orders to the Service Provider.

Service Provider shall disable any online ordering or account management activities needed to comply. Ordering will only be allowed via Service Provider backend XML interfaces and not on the Service Provider online properties. Through the Service Provider's robust permission structure, Service Provider can provide voice and data monitoring capabilities to DMS and SUNCOM Endusers if requested, without allowing changes to be made that would affect billing data, such as rate plan or feature changes.

DMS will receive logins to Premier Online Care to administer and manage any access to DMS and SUNCOM Endusers (disallowed by default). Additional optional maintenance and administration capabilities by DMS will include:

Activity	Description
Manage Administrators	Create new administrators for your company, or to change the name, address, and permissions for the administrators in your company.
Manage Foundation Account Permissions	Edit the level of access granted to users by foundation account. Set permissions on individual transactions or activities. (note, not typically used in this current offline model)
Manage Billing Account Permissions	Edit the level of access granted to users by an Service Provider billing account (not SUNCOM Billing Account). Set permissions on individual transactions or activities.(note, not typically used in this current offline model)
Detach Login Profiles	Remove login profiles from wireless numbers. Detached logins can no longer access information for the wireless number or billing account, and are required to register for a new account the next time they log in. (note, not typically used in this current offline model)
Update My Login Profile	Allows editing of your own administrative login. Configure contact information, address, secret questions for password resets, and notification preferences.
Activate Wireless Device Online	Allows access to an online tool to activate upgraded or ported lines that have been shipped to a customer 'cold' which normally requires a call into the Premier Support Center's automated line.
Update Wireless User Information	Allows updates to Service Provider's records regarding a wireless line's information including name, custom fields, and

DRAFT

Activity	Description
	primary place of use. Normally not used due to XML interfaces made available to OaSIS
Change Wireless Number	Allows a new telephone number to be generated for an existing wireless line
Reassign Foundation Account	Allows DivTel staff to move a wireless line to another Service Provider master account not owned by DMS
Transfer Billing Responsibility	Allows DMS staff to move a State of Florida-owned wireless number to become a personal number with individual billing responsibility (turn into a consumer line)
Reset Voicemail Password	Allows DMS to reset the voicemail password for a wireless user
Replace Smart Chip	Allows DMS to replace a SIM Card (Smart Chip) in an existing wireless device with a new SIM.
Update IMEI	Allows DMS to replace the wireless device with a new existing wireless device with the same SIM card. Typically used in replacing devices due to accidental damage with spare devices, or utilizing custom/customer-owned equipment. This should NOT be used for device upgrades or activations (listed above)
Change Rate Plan	Allows DMS to change the primary voice and data plan on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Change Features	Allows DMS to change optional features on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Change Applications	Allows DMS to change mobility applications on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Upgrade Eligibility Reports	Allows a spreadsheet/CSV/Text file for up to 100 numbers at a time that includes account numbers, user information, status, effective dates, phone make and model, phone IMEI, early upgrade eligibility indicator (yes/ no), not eligible for upgrade (yes / no), eligibility indicator (yes/no), and date the line becomes upgrade eligible
Rate Plan Summary Reports	Allows a spreadsheet/CSV/Text file of all wireless numbers managed by OaSIS accounts or drilled down to an individual Service Provider Billing Account (OaSIS client) including a summary of rate plan, data, and messaging usage and charges for each wireless user on the selected account, averaged over the requested time period (1,2,3 months). This report may assist in analyzing the price plan needs of your managed wireless users, and identify overage issues.

DRAFT

Activity	Description
Wireless Inventory Reports	Allows a spreadsheet/CSV/Text file of all wireless numbers managed by OaSIS accounts or drilled down to an individual Service Provider Billing Account (OaSIS client) including details on the equipment, plans, and features assigned to each wireless user on the selected account, This report may assist in inventory auditing against OaSIS records, identification of SIM Swaps, and overall monitoring of Service Provider's records of DMS's accounts.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider via XML to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog submitted by the Service Provider in psudo-format. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

    a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

    b. Service Provider will use its New Service Direct XML order interface for OaSIS to integrate with Service Provider eCommerce storefront.

        i. Order Confirmation Process

            (a) After the SUNCOM Enduser completes the online purchase via the OaSIS portal, the Service Provider will send an acknowledgement (ACK) or non-acknowledgement (NACK) to the order XML message that was sent. Additional shipping or order issue information will be sent to a designated XML handling URL for OaSIS to parse.

            (b) Activation Changes: Suspension, reinstatement of service, and cancelation of service can be performed via Care Direct XML messages for ChangeStatus as noted in Section 2.03.1 OaSIS Website. Activation of devices that were shipped 'cold' due to an upgrade or port from another wireless provider will need to either be performed online at https://www.wireless.att.com/businesscenter/activations/ OR by

DRAFT

following the instructions placed inside each shipping box by calling into the Premier Support Center's automated activation system.

(c) Changing Data: Change orders shall be handled via XML Change Rate Plan, Change Features, Update Wireless User Info transactions with OaSIS.

2. Validate Sale: S5

   a. The Service Provider shall submit status updates and completion information per work order for DMS to validate the status and completion of the work order.

   b. If the order is declined, the Service Provider shall terminate the work order and archive the order request for review.

   c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

   d. The Service Provider and DMS shall work together to resolve any confusion about a work order and document the result.

      i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

   a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate work orders from OaSIS that are then electronically forwarded to the Service Provider for completion. These changes may impact billable options on the Service Account. A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

4. Changing Data: S5

   a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as a work order using OaSIS.

5. Retail Store Device Replacements

   a. By using daily or as-needed inventory reports via Premier Online Care, DMS will be able to identify when equipment has been changed for an individual subscriber by looking at historical records for that user or past orders in OaSIS.

   b. Service Provider cannot send real-time individual XML messages to OaSIS when equipment swaps are performed, inventory reports showing updated equipment can help identify these scenarios with minimal delay.

6. Activation Status: S5

   a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to work order placement and completion.

DRAFT

b. Activation updates and reports will be provided in Premier Online Care inventory reports listed below in section 2.05.2.6 as well as e-mail confirmation messages, updated billing information in the next data feed ("Device Last Updated" field).

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in OaSIS Inventory shall be kept current using updates provided by the Service Provider's electronic work order processing system.

DMS can log into Premier Online Care and pull Wireless User Inventory Reports at any time – these reports will pull information from Service Provider's billing systems at the time of the request and will populate a Microsoft Excel worksheet, CSV file, or Text file that DMS can then download. While a report can be requested at any time, Service Provider runs these reports offline to ensure high performance of the rest of the Portal during peak business hours. Once the report has been generated, the user that requested the report will be notified via email.

These reports can be requested as many times as needed to ensure up-to-date inventory information in OaSIS.

While we currently do not have the capabilities to schedule and automate delivery of inventory reports, we would be willing to work with the State in the future to deploy this functionality.

Inventory fields available in report are as follows:

Column Header	Description
Foundation account number (FAN)	The eight-digit number for the billing account to which the wireless user belongs. Functions like a master account number.
Billing Account Name	Wireless user's billing account name
Billing Account Number	The nine-digit number for the billing account to which the wireless user belongs.
Wireless Number	Wireless telephone number.
Wireless User Full Name	First and last name of the person to whom the wireless number is assigned.
Wireless User Status	Status of the wireless user's service, as of the date the report was generated. Statuses include: **Reserved**-Wireless number set aside for a user but not yet made active. **Active**-Wireless number associated with the user is currently in use and active. **Suspended**-Wireless number is suspended, although monthly charges may still apply and be charged. **Cancelled**-Service to the wireless number is cancelled, and no further monthly charges apply, although outstanding charges prior to cancellation may still apply and be charged.

DRAFT

Column Header	Description
Status Effective Date	Most recent update date for wireless user service status, as of the date the report was generated.
Phone or Device Model	Model of the phone of the phone or device.
Phone or Device Make	Manufacturer of the phone or device.
Phone or Device ID (IMEI)	Unique 15-digit code used to identify the GSM-enabled equipment.
User Defined Fields (1-4)	Customized extrinsic fields that can be custom mapped to OaSIS identifiers for a wireless user. Must be synced in both account management tools for updates as well as ordering systems through OaSIS.
Wireless User Activation Date	Date that service was activated for a wireless user.
Contract Start Date, Contract End Date	Date that the current service contract for the wireless user ends and began.
Phone or Device Effective Date	Date when the current phone or device replaced the previous phone or device.
Service Type	Indicates whether the wireless user's service is V - voice (voice plan only) or D - data (data-only plan). Also includes B - Business voice plus data (a wireless number service with both voice plan with data add-on tied to a business or organization foundation account); or C - Consumer voice plus data (a wireless number service with voice plan with data add-on tied to an individual responsibility account not associated to any business or organization foundation account.)
Smart Chip (SIM) Number	The 19- or 20-digit number on the microchip that inserts into a mobile device and encrypts transmissions and identifies the user to the mobile network.
Rate Plan Monthly Recurring Charge	Base monthly cost of the primary voice plan, data add-on, or data-only rate plan for the wireless user. Includes monthly recurring charge discount credit, but does not include proration, other discounts, credits, or overages.
Rate Plan Name	Primary voice plan, data add-on, or data only plan name on the wireless user's bill.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

    a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a “hand bill” that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the “hand bill”.

DRAFT

i. A Billing FAN, using Service Provider Premier eBill, will be created to ensure one aggregated bill at the end of each month. Geotracking services may be an exception to this single bill.

b. Service Provider in addition to billing analysis reports, shall provide access to raw billing information that can be imported into OaSIS for detail cost analysis at a CTN level. With the enablement of the Data Delivery Portal option, these raw data files may be delivered monthly once the Service Provider aggregated bill is complete to a DMS Secure FTP server.

i. Available data fields for the detailed billing file are listed in Section 2.07: Billing Data Fields.

c. Service Provider shall submit EDI-811 with Call Detail file monthly via SFTP. The EDI will include itemized lists of each voice, data, and messaging event. A Trading Partner Information document will be provided along with the EDI File specification document with implementation details.

2. Electronic Substantiating Detail

a. The monthly detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely

DRAFT

defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

a. Invoicing detail for Geotracking Services shall be delivered daily and provided to SUNCOM Endusers; therefore it shall not necessitate a monthly Charge Event. The service (delivery of Geotracking data) and the detail required to substantiate the monthly invoice are synonymous.

i. Service Provider Enterprise On Demand may also provide a single paperless bill option for Geotracking services provided by this Contract.

5. E-Rate Invoicing

a. Service Provider will generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Clients and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

i. Each bill will include information regarding the services rendered to all SUNCOM Clients and DMS in one consolidated bill, issued on a monthly basis, reflecting, at a minimum:

1. SUNCOM Client name identifier or Billed Account Number (BAN) for each SUNCOM Client

2. Subcategories under each SUNCOM Client BAN, for each grouping of services, pursuant to an assigned Billed Telephone Number (BTN)

3. Individual listing of each account under each BTN, in accordance with the SUNCOM Client's grouping designation (Individual Earning Numbers or IENs)

4. The amount charged for each IEN, broken down by the amounts charged for data services and the amounts charged for voice services

5. The amount credited for each IEN, through USAC reimbursement, identified by FRN

b. For SUNCOM Clients who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Clients"), the Parties agree as follows:

i. DMS will notify all SUNCOM E-Rate Clients of their obligation to group services, under the BTN process established above, consistently with the Funding Request Numbers (FRN) utilized by the E-Rate program; i.e. each grouping of individual earning numbers under a Bill-To-Number will be consistent with the grouping used by the applicant in making their funding request as reflected on their USF Form 471.

DRAFT

ii. DMS will inform all SUNCOM E-Rate Clients of their obligation to complete all documentation required by Service Provider which is necessary to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Client's Billed Entity Account Reimbursement (BEAR) payments.

iii. Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Client, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Client, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Client's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Clients who choose BEAR billing, Service Provider will bill the full amount for the services, in accordance with E-Rate Rules.

iv. DMS will pay Service Provider the amount billed in accordance with item "c" and, for SPI billing, Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

v. DMS will bill the SUNCOM E-Rate Clients for the non-discounted portion of the services and is fully responsible for the accuracy of that invoicing.

vi. DMS assumes the responsibility for invoicing SUNCOM E-Rate Clients and identifying any administrative or processing fees applied by DMS. Service Provider shall be responsible for billing DMS, in adherence to all E-Rate rules, using a format consistent with an agreed upon billing structure to allow the identification of the underlying SUNCOM Enduser.

c. DMS and Service Provider agree to cooperate in any audit or other inquiry initiated by the Federal Government related to the E-Rate program and SUNCOM E-Rate Clients.

6. SUNCOM Invoicing: S7

a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 AT&T Marketing Plan

The table below (Table 2:1) effectively defines "Intrinsic Customer" (as used in the ITN; those for whom "*Detailed account data*" shall be provided to DMS without any requirement for extra permission from users) to include the seven scenarios for "*Eligible Endusers*" under "*Current User of SUNCOM Billed by DivTel*".

The table below (Table 2:1) effectively defines "Discretionary Customer" (as used in the ITN; those for whom "*Contact only data*" shall be provided to DMS without any requirement for the extra permission from users) to include the six scenarios for "*Eligible Endusers*" under "*All Other Contracts or Agreements*".

Eligible Endusers	**Current User of SUNCOM**	**All Other Contracts or**

DRAFT

	Billed by DivTel	Agreements
State Agencies	Detailed account data	Detailed account data
Legislative	Detailed account data	Contact only data
Judicial	Detailed account data	Contact only data
State Universities	Detailed account data	Contact only data
Other Statutorily Established Political Subdivisions	Detailed account data	Contact only data
Cities and Counties	Detailed account data	Contact only data
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Contact only data

Table 2:1

"Detailed account data" – Service Provider agrees to provide all requested data

"Contact only data" – Service Provider agrees to:

- Co-develop with DMS, MCS marketing material
- Within 3 months of existing contract expiration date, share marketing material with these CRUs.

2.07 Billing Data Fields

Column Header	Column Format	Source Level	Possible Values	Description

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Section ID	VARCHAR(10)	ALL	“DL” = Detailed Level “SL” = Summary Level “SLI” = Summary Level Information “IRA” = Invoice Remit Amount “DOC” = Documentation "BIL" = Billing	The type of data presented in the row. Note IRA is the proper amount(s) to pay to the remit address for that row. Billing FANs will have a single IRA row for a single amount due for the entire FAN. Fulfillment FANs will have an IRA row for each amount due for each billing account. Reporting FANs will have an IRA row for each amount due for each billing account and may also have an additional IRA row for an amount due for the FAN.
Billing Entity Level	VARCHAR(10)	ALL	"FAN" = Foundation Account Number "BAN" = Billing Account Number "CTN" = Cellular Telephone Number	The level of billing the charge is applied to the end user (CTN) or the billing account (BAN) where no CTN is specified or the foundation account (FAN) where no BAN or CTN are specified.
Foundation Account Type	VARCHAR(100)	FAN	"Reporting" "Billing" "Fulfillment"	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. The field is left blank on Fulfillment FANs.
Remit To (address)	VARCHAR(100)	FAN/BAN	Unique Data	Fulfillment FANs are invoiced at each BAN level only so only the BAN Remit Address should be used. Billing FANs are invoiced at the FAN level only so only the FAN Remit Address should be used. Reporting FANs are invoiced at each BAN level so the BAN Remit Address should be used. In addition, it is possible that there is also a FAN level invoice so the FAN Remit Address may also be used.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Due Date	YYYYMMDD	FAN/BAN	Unique Data	For a Billing FAN, the date the payment is due for this invoice. For a Reporting FAN, the date listed here is the date the payment is due for only FAN level charges.
Foundation Account Number	VARCHAR(22)	FAN	Unique Data	Number assigned to the Foundation Account Name. This field will be blank for Fulfillment FANs.
Foundation Account Name	VARCHAR(100)	FAN	Unique Data	Name assigned to the Foundation Account Number. This field will be blank for Fulfillment FANs.
Billing Account Number	VARCHAR(22)	BAN/CTN	Unique Data	Account number for each Billing Account (BAN). This will be blank on FAN level rows (where Billing Entity Level = FAN).
Billing Account Name	VARCHAR(100)	BAN/CTN	Unique Data	Name for each Billing Account (BAN). This will be blank on FAN level rows (where Billing Entity Level = FAN).
BAN Invoice Number	VARCHAR(100)	BAN	Unique Data	Invoice number assigned to the Billing Account's total invoice.
Period End Date	YYYYMMDD	FAN/BAN/CTN	Unique Data	The bill cycle end date. Note: the FAN rows will show the consolidated bill cycle end date while the BAN rows will show the individual billing account cycle end date.
Wireless Number	VARCHAR(22)	BAN/CTN	Unique Data	End user cellular telephone number. Also known as CTN (cellular telephone number). This will be blank on FAN level rows.
User Name	VARCHAR(35)	BAN/CTN	Unique Data	End user name as provided by customer. This will be blank on FAN and BAN level rows.
FAN Invoice Number	VARCHAR(100)	FAN	Unique Data	Invoice number assigned to the Foundation Account's FAN level invoice (where applicable). For Billing FANs, there is a single FAN Invoice so this number will be the same for every wireless user and billing account under the foundation account for this billing period. For Reporting FANs, this only applies if there is a FAN Level charge. This does not apply to Fulfillment FANs.
FAN Invoice Date	YYYYMMDD	FAN	Unique Data	Consolidated invoice date for the Foundation Account Number (FAN).

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
FAN Invoice Previous Balance	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. The total amount due from the previous bill period.
FAN Invoice Total Payments	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN payment was applied. Total of payments made since previous invoice.
FAN Invoice Payment Date	YYYYMM DD	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN payment was applied. The date the payment was posted.
FAN Invoice Past Due	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Total amount past due from previous bill period.
Adjustment to Previous Balance Description	VARCHA R(80)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Description of "adjustments" made at the BAN or CTN level that were applied as "balance impacting" or adjustments made to the balance from the prior bill period. An itemization of these adjustments can be found in the appropriate billing account section of the file.
Adjustment to Previous Balance Amount	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Sum of all adjustments made at the BAN or CTN level that were applied as "balance impacting" or adjustments made to the balance from the prior bill period. An itemization of these adjustments can be found in the appropriate billing account section of the file.
Adjustment Type	Char	FAN	"F" = FAN	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due.
FAN Level NBS Charges and Credits Description	VARCHA R(50)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Description of each adjustment made to the FAN level where no BAN or CTN is specified.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
FAN Level NBS Charges and Credits Amount	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Amount of each adjustment made to the FAN level where no BAN or CTN is specified.
FAN Invoice Total Current Charges	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Amount due for current bill period only.
FAN Invoice Amount Due	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs where a FAN level balance is due. May also apply to Reporting FANs IF a FAN level balance is due. Total amount due for FAN including past and current due amounts. Or can be calculated by summing: FAN Invoice Previous Balance > FAN Invoice Total Payments > Adjustment to Previous Balance Amount > FAN Level NBS Charges and Credits Amount.> FAN Invoice Total Current Charges = FAN Invoice Amount Due. Note, all these values will be in the FAN IRA row except the FAN Level NBS Charges and Credits as they are itemized on SL rows immediate below the IRA row.
FAN User Defined Label 1	VARCHAR(20)	FAN	Unique Data	User defined label field 1 Name (only applies if customer uses UDLs)
Service ID 1 (UDL 1 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 1 for user (only applies if customer uses UDLs)
FAN User Defined Label 2	VARCHAR(20)	FAN	Unique Data	User defined label field 2 Name (only applies if customer uses UDLs)
Service ID 2 (UDL 2 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 2 for user (only applies if customer uses UDLs)
FAN User Defined Label 3	VARCHAR(20)	FAN	Unique Data	User defined label field 3 Name (only applies if customer uses UDLs)
Service ID 3 (UDL 3 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 3 for user (only applies if customer uses UDLs)
FAN User Defined Label 4	VARCHAR(20)	FAN	Unique Data	User defined label field 4 Name (only applies if customer uses UDLs)

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Service ID 4 (UDL 4 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 4 for user (only applies if customer uses UDLs)
Voice Pooling Rate Plan Code	VARCHAR(15)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the rate plan code. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Voice Pool Name	VARCHAR(50)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the pool name. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling MOU Contribution	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes the wireless number contributes to the pool for that billing cycle. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling Bucket MOU Used	Number(9)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of voice minutes used - up to the individual user's bucket amount. Any minutes under then appear in Airtime under. Any minutes over then appear in Airtime over. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Airtime Over	Number(9)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes used that were over the allotted contribution. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Airtime Under	Number(9)	CTN	Unique Data	If enrolled in Voice Pooling, the number of minutes in the package that were not used. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Voice Allocation Factor	Number(6, 4)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, SUM (Airtime Under) / SUM (Airtime Over). The ratio (from 0 to 1) of Airtime Under to Airtime Over that determines the Pool level credit percentage applied back to each subscriber. Calculated at a Pool level by summing the Airtime Under for the Pool, and dividing by the sum of the Airtime Over for the Pool. Ratios over 1 are replaced by 1. When the allocation factor is less than 1 then there were more minutes over than under thus only a partial credit for usage is issued. When the allocation factor is 1, there are more minutes under than over thus a full credit for all voice overage per user is applied.
Allocated Back Minutes	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes that were charged overage but are now getting a credit back when other members in the pool have unused minutes. It is calculated by multiplying the Airtime Over (for a subscriber) by the Allocation Factor (for the Pool). For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Additional Minutes Rate	Number(7, 4)	CTN	Unique Data	The rate per minute charged/credited used to calculate the Allocated Back credit by multiplying by the number of allocated back minutes.
Voice Allocated Back Credit	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the amount credited back due to other members in the pool that have unused minutes. It is calculated by multiplying the Airtime Charges (for a subscriber) by the Allocation Factor (for the Pool).

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Total Voice Tax Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, tax calculated on the allocated back credit for Airtime Charges.
Total Voice Pooling Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, total of all voice pooling credits including taxes.
Voice MAC Adjustment	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling and receive a National Account Discount based on Airtime Charges, the reduction of the National Account Discount due to the crediting of the Airtime charges per the pooling calculation.
Data Pooling Rate Plan Code	VARCHAR(15)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the rate plan code. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Data Pool Name	VARCHAR(50)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the pool name. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling KB Contribution	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs the wireless number contributes to the pool for that billing cycle. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling Bucket KB Used	Number(9)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs used - up to the individual user's bucket amount. Any KBs under then appear in KB under. Any KBs over then appear in KB over. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
KB Over	Number(9)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs used that were over the allotted contribution. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
KB Under	Number(9)	CTN	Unique Data	If enrolled in Data Pooling, the number of KBs in the package that were not used. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Data Allocation Factor	Number(6, 4)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, SUM (KB Under) / SUM (KB Over). The ratio (from 0 to 1) of KB Under to KB Over that determines the Pool level credit percentage applied back to each subscriber. Calculated at a Pool level by summing the KB Under for the Pool, and dividing by the sum of the KB Over for the Pool. Ratios over 1 are replaced by 1. When the allocation factor is less than 1 then there were more KBs over than under thus only a partial credit for usage is issued. When the allocation factor is 1, there are more KBs under than over thus a full credit for all voice overage per user is applied.
Allocated Back KB	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs that were charged overage but are now getting a credit back when other members in the pool have unused KBs. It is calculated by multiplying the KB Over (for a subscriber) by the Allocation Factor (for the Pool). For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Additional KB rate	Number(14 ,4)	CTN	Unique Data	The rate per KB charged/credited used to calculate the Allocated Back credit by multiplying by the number of allocated back KBs

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Data Allocated Back Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the amount credited back due to other members in the pool that have unused KBs. It is calculated by multiplying the Data Usage Charges (for a subscriber) by the Allocation Factor (for the Pool).
Total Data Tax Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, tax calculated on the allocated back credit for Data Usage Charges.
Total Data Pooling Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, total of all data pooling credits including taxes.
Data MAC Adjustment	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling and receive a National Account Discount based on Data Usage Charges, the reduction of the National Account Discount due to the crediting of the Data Usage charges per the pooling calculation.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Section_1	VARCHAR(100)	BAN/CTN	"Wireless Line Summary" when Billing Entity Level = "CTN" When Billing Entity Level = "BAN" several values to represent payment and balance activity may appear: "Previous Balance" "Total Payments" "Adjustments to Previous Balance" "Remaining (Past Due) Balance" "Total Current Charges" "Total Amount Due" "Prior Activity" "Wireless Details"	Multi-purpose field corresponding to the highest level of information from the paper bill. All BAN remittance fields shall appear in this section. The corresponding amount appears in the Amount column.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Section_2	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row. When the value of this field equals "Total Charges" then the "Total Charge" column will display the amount billed for that user. Note, this does not include later adjustments applied to the BAN or FAN level. Reminder: the proper amounts due for invoices are at the BAN or FAN level and represented by an IRA row only. When Section_1 equals "Wireless Details" and Section_2 equals "Total" this is the total current charges for each user on the BAN summed together. When Section_1 equals "Wireless Details" and Section_2 equals "Total Amount Due" this is the total current charges for each user on the BAN summed with BAN level charges. For Reporting and Fulfillment FANs, this should match the values for Section ID = IRA and Billing Entitiy Level = BAN and Section_1 "Total Current Charges" value populated in the Amount field. NOTE FOR BILLING FANS: this is not an amount to be paid because Billing FANs are invoiced a single amount at the FAN level. See row with Section ID = IRA and Billing Entity LEvel = FAN for actual invoice amount due.
Section_3	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_4	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_5	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Section_6	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_7	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Period	MM/DD-MM/DD	BAN/CTN	Unique Data	The date range the charge/credit spans. Usually pertains to rate plans and features.
Prorated Charge	Number(14,2)	BAN/CTN	Unique Data	When there is a partial charge for a partial month of a recurring charge, the value is listed here.
Monthly Charge	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Amount	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill. Caution: this field may contain dollar amounts or in the case of Directory Assistance the number of calls.
Total	Number(14,2)	BAN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Total Charge	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Monthly Service	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Usage Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Credits Adj & Other Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Government Fees & Taxes	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Non-Comm Related Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Minutes Included in Plan	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Minutes Used	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Billed Minutes	Number(14)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Billed Rate	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Msg/KB/MB Included In Plan	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
MSG/KB/MB Used	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Billed Msg/KB/MB	Number(14)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Shared Text Msgs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Shared MMS Msgs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Shared KBs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Other Shared Minutes	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed Text Msgs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed MMS Msgs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed KBs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed Charges	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
BAN Pooling Type	VARCHAR(20)	BAN/CTN	"D" = Data "V" = Voice	Pertains to BAN Level pooling only. This field designates if the pool is voice or data.
BAN Pooling Rate Plan Code	VARCHAR(50)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. The rate plan code.
BAN Pooling Allowance (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. How many minutes/KBs the user was allocated to use or contribute to the pool.
BAN Pooling Used (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. How many minutes/KBs the user used. Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
BAN Pooling Allocated Back (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. If other users have minutes/KBs remaining they can be allocated to users that went over their allocated amount.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
BAN Pooling Adjustment Amount ($)	Number(14,2)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. If other users have minutes/KBs remaining, they can be allocated to users that went over their allocated amount - the dollar amount of charges credits back.
Left (Min)	Number(9)	BAN/CTN	Unique Data	Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
Exp Date	YYYYMMDD	BAN/CTN	Unique Data	Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
Rollover Minutes	Number(9)	BAN/CTN	Unique Data	Only applicable when user subscribes to a plan offering Rollover Minutes. Section_2 will equal "Summary of Rollover Minutes."
FAN Contract Reference Number	VARCHAR(100)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due.
CLIN	VARCHAR(50)	BAN/CTN	Unique Data	If enrolled in CLIN billing, the Contract Line Item Number
CLIN Total Due	Number(14,2)	BAN	Unique Data	Total due per CLIN (Contract Line Item Number).
Quantity	Number(14,2)	BAN/CTN	Unique Data	The quantity of equipment units ordered. May also apply to CLINs.
Equipment Transaction Date	YYYYMMDD	BAN	Unique Data	The date the equipment order was submitted.
Equipment Transaction Number	VARCHAR2(100)	BAN	Unique Data	The transaction number of the equipment order.
Equipment Item Description	VARCHAR2(500)	BAN	Unique Data	The description of the individual item ordered.
Equipment Item ID	VARCHAR2(20)	BAN	Unique Data	The ID of the individual item ordered.
Equipment Unit Price	Number(14,2)	BAN	Unique Data	The price of each piece ordered.
Item Number	Number(9)	BAN	Unique Data	The line item number as seen on the paper bill.
CoPay Allowance Amount	Number(14,2)	BAN	Unique Data	Pertains to Co-Pay only.
CoPay Employee Name	VARCHAR2(100)	BAN	Unique Data	Pertains to Co-Pay only.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Wireless Line Credit To Number	Number(9)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Date of Call	YYYYMM DD	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Time of Call	HH:MM	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Call To	VARCHA R2(100)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit for Number Called	VARCHA R2(22)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only

Listed below are the available fields for the detailed usage file:

Column Header	Column Format	Source Level	Possible Values	Description
Section ID	VARCHAR(10)	NA	"BIL" = Billing Info "DL" = Detailed Level	The type of data presented in the row.
Foundation Account Number	VARCHAR(22)	FAN		Name assigned to the Foundation Account Number. Only populated on row where Section ID = "BIL."
Foundation Account Name	VARCHAR(100)	FAN		Number assigned to the Foundation Account Name. Only populated on row where Section ID = "BIL."
Billing Account Number	VARCHAR(22)	BAN		Account number for each Billing Account (BAN).
Billing Account Name	VARCHAR(100)	BAN		Name for each Billing Account (BAN).
Wireless Number	Number (16)	CTN		End user cellular telephone number. Also known as CTN (cellular telephone number).

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Market Cycle End Date	YYYYMMDD	CTN		Bill cycle close date for the Billing Account.
Item	Number (9)	CTN		A sequential line item number.
Date	YYYYMMDD	CTN		The date the event occurred.
Time	HH:MM	CTN		The time of day the event occurred. Time zone is that of the physical location of the user when the event occurred.
Rate Code	VARCHAR(10)	CTN	See Legend	An acronym representing a time of day description.
Rate Period	VARCHAR(250)	CTN		When the Rate Period column is populated with an acronym, the Rate Period Legend is populated with short descriptions of that acronym.
Feature	VARCHAR(35)	CTN	See Legend	When an event has special rating due to a feature being applied. For example, if the call was free due to a mobile-to-mobile event, the field may indicate MTM.
Type Code	VARCHAR(10)	CTN		
Legend	VARCHAR(250)	CTN		When the Feature column is populated with an acronym, the Feature Legend field is populated with a short description of that acronym.
Voice/Data Indicator	char	CTN	"V" = Voice "D" = Data	Indicates of the event was a voice call or a data event which could be a data or a messaging event.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Roaming Indicator	char	CTN	"YES" = event occurred while user roamed "NO" = event occurred domestically	Indicates of the event occurred while the user was in the home calling area (No) or roaming (Yes). *Possible enhancement in near future, map this field to the following values:* *"HOME" = Home Call* *"DL" = Domestic LD* *"IL" = International LD* *"DR" = Domestic Roaming* *"IR" = International Roaming* *"DLDR" = Domestic LD and Domestic Roaming* *"ILIR" = International LD and International Roaming* *"ILDR" = International LD and Domestic Roaming*
Total Charges	Number (14,2)	CTN		Total charge for the event.
Voice Originating Location	VARCHAR(35)	CTN		The physical location of where the user was when the voice event occurred.
Voice Number Called To/From	Number (20)	CTN		The number the user dialed when the voice event was initiated.
Voice Called To	VARCHAR(35)	CTN		The location of where the called number was at the time of the voice event.
Minutes Used	Number (9)	CTN		Count of whole minutes for the voice event.
Airtime Charge	Number (14,2)	CTN		If the voice event resulted in a charge for airtime. Most common when the user exceeds free minute amount or has pay-per-use rate with no free minutes.
LD/Add Charge	Number (14,2)	CTN		If the event caused additional or long distances charges (most commonly international long distance).

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Intl Tax	Number (14,2)	CTN		If the event occurred while roaming internationally, charges for tax from that roaming carrier may be passed to the user here.
Day	DDD	CTN		Day of the week that the data event occurred.
Data To/From	VARCHAR(35)	CTN		In most data events, the number of the user the event occurred with. May also indicate that it was a data transfer some a location other than another wireless user.
Data Originating Location	VARCHAR(35)	CTN		*Placeholder for future enhancement to show physical location of the user when data event occurs while roaming internationally.*
Data Type	VARCHAR(35)	CTN		A description of what type of data event occurred.
Data In/Out	VARCHAR(3)	CTN	"IN" = Inbound Event to user "OUT" = Outbound Event from user	Indicates if the data event was sent from the user or received by the user.
Data Usage Amount	Number (9)	CTN		Note: Value will always equal to "1" for Messaging events.
Data Usage Measure	VARCHAR(5)	CTN	"KB" = usage event is data "Msg" = usage event is messaging	Indicates of the data event was data or messaging.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Video Share Rate Code	VARCHAR(5)	CTN	List will change as new rates are added. To date these are the known values: VS10, VSC1, VSC2, VSC3, VSC4, VSCP, VSC2PCI, VSCUPCI, VSPPPCI, VS10PCI, VSC1PCI, VS3PCI, VSPP, VS3, VSCPPCI, VSU1, VSCU, VSFT	If subscribed to Video Share Calling Service: the rate plan code selected.
Video Share To/From	VARCHAR(22)	CTN		If subscribed to Video Share Calling Service: the number of the user the video was shared with.
Video Share In/Out	VARCHAR(3)	CTN	"IN" = Inbound Event to user "OUT" = Outbound Event from user	If subscribed to Video Share Calling Service: did the user send or receive a video.
Video Share Domestic Usage Charges	Number (9,2)	CTN		If subscribed to Video Share Calling Service: the charge for the event that occurred while in the home area.
Video Share Domestic Minutes	Number (9)	CTN		If subscribed to Video Share Calling Service: the number of minutes the event occurred while in the home area.
Video Share International Roaming Location	VARCHAR(35)	CTN		If subscribed to Video Share Calling Service: the physical location (an international roaming location) of the user when they shared the video.

DRAFT

Column Header	Column Format	Source Level	Possible Values	Description
Video Share International Roaming Charges	Number (9,2)	CTN		If subscribed to Video Share Calling Service: the charge for the event that occurred while in the user was roaming internationally.
Video Share International Roaming Minutes	Number (9)	CTN		If subscribed to Video Share Calling Service: the number of minutes the event occurred while the user was roaming internationally.

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Exhibit 31

Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

John P. Miles
Secretary

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MOBILE COMMUNICATION SERVICES

SPRINT CONTRACT

CONTRACT NO.: DMS-10/11-008B

TABLE OF CONTENTS

CONTRACT 1.0 - DEFINITIONS 6

1.01 Active Unit or Line 6
1.02 Business Day 6
1.03 Business Hours 6
1.04 Business Plans 6
1.05 Corporate-Liable Active Unit or Customer Line 6
1.06 Department 6
1.07 End User(s) 6
1.08 Events of Default 7
1.09 ITN 7
1.10 Location Based Service 7
1.11 Nationwide Sprint Network 7
1.12 Nextel National Network 7
1.13 Nextel Services 7
1.14 Premium Services 7
1.15 Product(s) 7
1.16 Prohibited Data Uses 7
1.17 Roaming 7
1.18 Domestic Roaming 7
1.19 Service(s) 7
1.20 Service Account 8
1.21 Service Provider 8
1.22 Sprint Networks 8
1.23 Sprint 3G Network 8
1.24 Sprint 4G Network 8
1.25 Sprint 4G Services 8
1.26 Sprint Services 8
1.27 Sprint Service Provider Affiliate 8
1.28 State 8
1.29 SUNCOM Client(s) 8
1.30 Wireless Data Connection Device 9
1.31 Wireless Data Session 9
1.32 Wireless Services 9

CONTRACT 2.0 - TERM OF AGREEMENT 9

2.01 Initial Term 9
2.02 Renewal Term 9
2.03 Termination By the Department for Convenience 9
2.04 Termination By Service Provider for Unforeseen Circumstances 9
2.05 Termination for Cause 9
2.06 Transition 10
2.07 Contract Documents 10

CONTRACT 3.0 - PROVISION OF SERVICE 10

3.01 Generally 10
3.02 Reporting Requirements 10
3.03 Discounts. 11
3.04 Customer Care Services 11
3.05 No Privity With End Users or SUNCOM Clients 11
3.06 Right to Deactivation of Unused Accounts 11
3.07 Location Based Services 11

DRAFT

3.08 Premium Services Policies 11
3.09 Telephone Numbers and Portability 11
3.10 TTY Access 12
3.11 911 or Other Emergency Calls 12
3.12 Use of Sprint Wireless Data Services 12
3.13 Operational and User Guides 12
3.14 Compatibility of Wireless Products and Services 13

CONTRACT 4.0 - PRICING 13

4.01 Rates 13
4.02 Rate Increases 13
4.03 International Dialing Charges 13
4.04 Metering of Voice Usage 13
4.05 Metering of Data Usage 14
4.06 Minimum Monthly Fee (MMF) 14
4.07 Roaming Charges 14
4.08 Special Services 14
4.09 Reactivation Fee 14
4.10 Monthly Recurring Charges 15

CONTRACT 5.0 - EQUIPMENT 15

5.01 Responsibility for Obtaining Equipment 15
5.02 Network Compatibility 15
5.03 Equipment Sales by Service Provider 15
5.04 Equipment Lists and Catalogs 16
5.05 Licensing Requirements 16

CONTRACT 6.0 - BUSINESS PROCESS AND OPERATIONS 17

6.01 Generally 17
6.02 Weekly Conference Calls 17
6.03 Helpdesk 17
6.04 Technology Information 17
6.05 Authorized Representatives 18

CONTRACT 7.0 - TERMS OF PAYMENT 19

7.01 Invoicing of Charges 19
7.02 Payment of Charges 19
7.03 Transaction Fee 19
7.04 Taxes 19
7.05 Disputed Charges 20
7.06 Proration of Charges 20
7.07 Charges Resulting from Lost or Stolen Devices 20
7.08 Right of Offset 20

CONTRACT 8.0 - THE DEPARTMENT'S OBLIGATIONS 20

8.01 Trained Staff 20
8.02 Responsibility for Actions or Omissions 20
8.03 Responsibility for Agents 21
8.04 No Rights to Service Provider's Facilities or Intellectual Property 21
8.05 Notice to End Users and SUNCOM Clients 21
8.06 Protection of Service Provider Marks 21
8.07 Acceptable Use Policy 21

DRAFT

CONTRACT 9.0 - SERVICE PROVIDER'S OBLIGATIONS 21
9.01 NOTICE OF MATERIAL CHANGES IN SERVICE 21
9.02 PLANNED OUTAGES 22
9.03 DEPARTMENT TEST ACCOUNTS 22
9.04 SUNCOM CLIENT TESTING AND EVALUATION 22
9.05 SECURITY AND CONFIDENTIALITY 22
9.06 PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE) 22
9.07 PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED. SECTION 413.036(3), FLORIDA STATUTES 23
9.08 E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION 23
9.09 SCRUTINIZED COMPANIES LISTS 23
CONTRACT 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES 23
10.01 FRAUD 23
10.02 MINIMIZE ABUSE 24
10.03 SUSPECTED ABUSE OR FRAUDULENT 24
10.04 FRAUDULENT USE OF SERVICES 24
10.05 PROHIBITED DATA USES 24
10.06 INTERRUPT OR TERMINATE SERVICE 24
CONTRACT 11.0 - NO WARRANTIES 24
CONTRACT 12.0 - LIMITATIONS OF LIABILITY 24
CONTRACT 13.0 - INDEMNIFICATION 25
13.01 INDEMNIFICATION 25
13.02 CONDITIONS TO INDEMNIFICATION 26
CONTRACT 14.0 - DISPUTES 26
CONTRACT 15.0 - MISCELLANEOUS 26
15.01 ANNUAL APPROPRIATIONS 26
15.02 WAIVER 26
15.03 PUBLIC RECORDS 26
15.04 CONTRACTUAL OBLIGATIONS 27
15.05 NO SUBCONTRACTING 27
15.06 NOTICES 27
15.07 FORCE MAJEURE 27
15.08 ETHICAL RESPONSIBILITIES 27
15.09 COMPLIANCE WITH LAWS 28
15.10 E-RATE 28
15.11 ADVERTISING 30
15.12 ASSIGNMENT 30
15.13 EMPLOYEES, SUBCONTRACTORS, AND AGENTS 30
15.14 GOVERNMENTAL RESTRICTIONS 30
15.15 LOBBYING AND INTEGRITY 31
15.16 WARRANTY OF ABILITY TO PERFORM 31
15.17 MODIFICATION OF TERMS 31
15.18 SUCCESSORS AND ASSIGNS 32
15.19 EXECUTION IN COUNTERPARTS 32
15.20 SEVERABILITY 32
15.21 *FHP AND ASSOCIATED OR SIMILAR NUMBER 32

DRAFT

Attachments:

Exhibit 1 - Technical Requirements
Exhibit 2 - Business Process & Operation
Exhibit 3 - Pricing
Exhibit 4 - Enhanced Services and Solutions
Exhibit 5 - SLA Matrix
Exhibit 6 - Contract No.: DMS-0304-063 (MA4440) and Contract No.: 1523-ACS
Exhibit 7- Discounts

DRAFT

MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department" or "Customer"), and Sprint Solutions, Inc., a Delaware corporation with its principal place of business at 12502 Sunrise Valley Drive, Reston, VA 20196 ("Service Provider" or "Sprint").

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

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

WHEREAS, pursuant to the ITN, the Department has awarded a contract to Service Provider based on the terms and conditions set forth herein.

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

Contract 1.0 - DEFINITIONS

The following terms when used herein shall have the following meanings:

1.01 <u>Active Unit or Line</u>
Means an active piece of wireless Product.

1.02 <u>Business Day</u>
Means Monday through Friday, excluding State observed holidays.

1.03 <u>Business Hours</u>
Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.04 <u>Business Plans</u>
Means wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or End User may select from any other available Business Plans, subject to the Customer's written approval of the terms and pricing of that Business Plan.

1.05 <u>Corporate-Liable Active Unit or Customer Line</u>
Means an Active Unit (a) activated by End User for End User's end use, (b) enrolled in a Business Plan, and (c) for which Department is financially liable.

1.06 <u>Department</u>
Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.07 <u>End User(s)</u>
Means the individuals using the wireless telecommunications services set forth in Exhibit 1 – Technical Requirements.

DRAFT

1.08 Events of Default

Means (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.09 ITN

Means the Department's Invitation to Negotiate identified in the recitals above.

1.10 Location Based Service

Means any Service or application that uses, accesses, tracks or discloses the location of an active unit.

1.11 Nationwide Sprint Network

Means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider affiliates, used by Sprint to provide Sprint Services.

1.12 Nextel National Network

Means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.

1.13 Nextel Services

Means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.

1.14 Premium Services

Means approved downloads and applications available through wireless data Services that are above and beyond basic data usage.

1.15 Product(s)

Means product(s) includes equipment, hardware, software, cabling or other materials sold to Department by or through Service Provider as a separate item from, or bundled with, a Service.

1.16 Prohibited Data Uses

Means data services may not be used by a Wireless Data Connection Device in excess of that provided in the plans in Exhibit 3. For additional Prohibited Data Uses please see Section 10.

1.17 Roaming

Means voice or data service provided on another wireless carrier's network through agreements established by Service Provider.

1.18 Domestic Roaming

Means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Service Provider has a roaming relationship with the carrier. Geographic Roaming locations are subject to change and provided at: http://coverage.sprintpcs.com

1.19 Service(s)

Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in Exhibit 1 (Technical Requirements), (ii) the operational services specified in Exhibit 2 (Business Process and

DRAFT

Operations), and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.20 Service Account

Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.21 Service Provider

Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.22 Sprint Networks

Means Sprint Networks including the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.

1.23 Sprint 3G Network

Means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider affiliates, used by Service Provider to provide Sprint Services.

1.24 Sprint 4G Network

Means the wideband OFDM technology, including WiMax, that Service Provider owns or resells, including network components owned or controlled by Service Provider affiliates or partners.

1.25 Sprint 4G Services

Means functionality provided by Service Provider that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.

1.26 Sprint Services

Means wireless Services provided by Service Provider and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.

1.27 Sprint Service Provider Affiliate

Means an entity that has entered into an arrangement with Service Provider to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the "Sprint" service marks or any other service marks subsequently used by Service Provider. "Sprint Service Provider Affiliate Market" means the regions of the United States covered by Sprint Service Provider Affiliates.

1.28 State

Means the State of Florida.

1.29 SUNCOM Client(s)

Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

DRAFT

1.30 Wireless Data Connection Device

Means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.

1.31 Wireless Data Session

Means a Sprint Network connection attempt made by a user that utilizes wireless data services and is based upon the assignment of a dedicated IP address to the requesting access terminal (e.g., the handset, aircard, or other device). A Wireless Data Session begins when the user initiates a Sprint Network connection by attempting to access the Sprint Network and ends when the connection is blocked or terminated.

1.32 Wireless Services

Means Nextel Services, Sprint Services, and Sprint 4G Services.

Contract 2.0 - TERM OF AGREEMENT

2.01 Initial Term

The initial term of this Agreement shall commence on the Effective Date. As such this Agreement will expire five (5) years after the Effective Date , unless sooner terminated in accordance with the provisions herein.

2.02 Renewal Term

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. . Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 Termination By the Department for Convenience

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 Termination By Service Provider for Unforeseen Circumstances

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

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

DRAFT

2.06 Transition

Service Provider will have a period of eight (8) months from the Effective Date of this Agreement, in accordance with Section 5.02 of the ITN, to complete all transition activities for state agencies as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period"). Service Provider will make commercially reasonable efforts to transition all SUNCOM Clients and local government agencies currently purchasing under Alternative Source Contract No.: 1523-ACS within the Transition Period. The parties acknowledge that the SUNCOM Clients and local government agencies may not be transition by the end of the Transition Period.

It is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: DMS-0304-063 (MA4440) and Alternative Source Contract No.: 1523-ACS, will apply to this Agreement. Those operations terms and conditions are hereby incorporated into this Agreement as **Exhibit 6**.

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

2.07 Contract Documents

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

A. Any Amendments to the Agreement.

B. Agreement and **Exhibits 1 - 7**.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0- PROVISION OF SERVICE

3.01 Generally

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

3.02 Reporting Requirements

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

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

DRAFT

these reports are not submitted in a timely manner, the Department shall seek any remedies it may have under Section 14.

3.03 Discounts.

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

3.04 Customer Care Services

Service Provider's enterprise customer care help desk resources shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a help desk as set forth in Section 6 below.

3.05 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider shall not be contractually obligated to the End Users or SUNCOM Clients for the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients**.**

3.06 Right to Deactivation of Unused Accounts

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

3.07 Location Based Services

If End User downloads or accesses Location Based Services through Service Provider wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of End User's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its End Users using Corporate-Liable Active Units upon which End User has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. ONLY TO THE EXTENT ALLOWED BY LAW, CUSTOMER WILL RELEASE SERVICE PROVIDER FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF END USER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE END USERS OF END USER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS. Location Based Services are not available on the Sprint 4G Network.

3.08 Premium Services Policies

In certain instances, subject to the terms of the content purchased, Service Provider may delete Premium and non-Premium items downloaded to storage areas controlled by Service Provider.

3.09 Telephone Numbers and Portability

Service Provider may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Service Provider may assign to Customer's wireless Products or accounts. End User may not modify, change or transfer any of these identifiers except as Service Provider allows or as allowed for by law. Service Provider will

DRAFT

comply with any FCC-issued regulations that require Service Provider to allow End User to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, End User must provide information about the account with the other carrier, such as the account number, tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Service Provider. Until the port from the previous carrier is successful, the Service Provider wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, End User's old device will no longer work. However, due to system limitations and issues outside Service Provider's control, some requests to port a telephone number from another carrier to Service Provider, or from Service Provider to another carrier, may not be successful. If a transfer to Service Provider is not successful, the End User may return any Service Provider wireless Products within the return period to receive a credit, and Customer will lose or repay to Service Provider any discounts or service credits provided with a returned Service Provider wireless Product or cancelled Nextel Service or Sprint Service. If End User does not return Service Provider wireless Products within the return period as defined in **Exhibit 2**, Section 2.2 of the Wireless Product Annex, the Department shall be responsible for the suggested retail price of the Product.

3.10 TTY Access

TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency.

3.11 911 or Other Emergency Calls

For 911 calls, an emergency responder's ability to locate End User through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Pursuant to Section 365.172(11) of the Florida Statutes, Service Provider is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Service Provider's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call. Service Provider's equipment and services must allow End Users in Florida to dial *347 (Florida Highway Patrol) at no charge.

3.12 Use of Sprint Wireless Data Services

Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, End User may receive advertising, warnings, alerts and other messages, including broadcast messages. Service Provider does not disclose such user information to third parties. Such information is collected by the third parties based upon the End User's data usage.

3.13 Operational and User Guides

As provided in **Exhibit 5**, the parties agree to begin developing an operational guide within 90 days after contract execution. The parties will mutually agree on the content of the operational guide. The Department is responsible for developing the user guide using information derived from the operational guide. The Service Provider agrees to cooperate with the Department to

DRAFT

develop content for the user guides. The Service Provider shall be permitted to review and provide comment to the user guide prior to submission to the End Users.

3.14 Compatibility of Wireless Products and Services

Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Service Provider does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Service Provider of compatibility is not a Service Provider endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto. Service Provider may modify terms and features of a nationally available wireless Business Plan that are not set forth in **Exhibit 3** without written notice to Customer.

4.02 Rate Increases

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

4.03 International Dialing Charges

Unless otherwise instructed by the Department, End Users shall not have the ability to make any calls that will result in international long distance charges. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates.

4.04 Metering of Voice Usage

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or when the End User presses the "END" key if sooner. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. There is no call usage for incoming voice calls that End User does not answer or that enter End User's voicemail.

4.04.1 Nextel Direct Connect Transmissions.

A Nextel Direct Connect transmission begins approximately when End User presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when End User or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. End User initiates a new

DRAFT

transmission if End User responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Service Provider will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Sprint Product is rounded up to the next second for each transmission.

4.05 Metering of Data Usage

Data usage is calculated from the time End User's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is a complete end to end transaction. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Additional information on the metering of Data Usage is included in **Exhibit 2**.

4.06 Minimum Monthly Fee (MMF)

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

4.07 Roaming Charges

In-state and out of state voice rates may be set out in End User's pricing attachment in **Exhibit 3**. Domestic Roaming for data is included in Service Provider Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting End User's Service Provider Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Service Provider may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Service Provider may, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: 300 megabytes or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Prior to an adverse action being taken against an End User, Service Provider shall notify the Department by providing thirty (30) days prior written notification of any alleged infraction by an End User of the Services.

4.08 Special Services

As set forth in **Exhibit 3**, End User also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on End User's Business Plan.

4.09 Reactivation Fee

If Service Provider terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by End User, Service Provider may require payment of any outstanding account balance before Service Provider reactivates Service to the affected Active Unit and Sprint

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may charge Department a reactivation charge. If Department is charged a reactivation fee on a Corporate-Liable Active Unit, Service Provider agrees to waive the reactivation fee through the application of a local market discretionary credit applied to the Department's invoice.

4.10 Monthly Recurring Charges

Service Provider will bill Department for Wireless Services based on the Monthly Recurring Charges ("MRC") for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan.

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

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

5.02 Network Compatibility

The parties will cooperate to ensure that any equipment used by End Users in connection with Service meets industry standards and any other reasonable requirements of Service Provider. Service Provider may deactivate service to any equipment used by an End User that does not meet such requirements or which is otherwise causing network interference. To the extent practicable, Service Provider will advise the Department and the SUNCOM Clients in advance of such deactivations.

5.03 Equipment Sales by Service Provider

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

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida. Service Provider will offer highly competitive pricing and discounts for its services in a manner in which the prices Service Provider charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like. However, this section shall not in any way be construed as providing the Department most favored customer pricing as it is against Service Provider's corporate policy as a common carrier. Service Provider is prohibited by law from unreasonably discriminating between similarly situated customers.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions. If the Department purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or Service until the promotion expires or Customer selects a different Business Plan for the Corporate-Liable Active Unit enrolled in the promotion.

DRAFT

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all orders be placed through a designated account executive or toll-free number) in accordance with **Exhibit 2**. Service Provider will not receive orders directly from an End User.

(v) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all Equipment vendor warranties (including battery) to the fullest extent allowed under applicable law. Service Provider does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

(vi) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

(vii) Title to Equipment. Excluding equipment sold to Customer under this Agreement Service Provider or its suppliers retain title and property rights to Service Provider-provided equipment. Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Service Provider-provided software to Service Provider; provided that Customer is not required to return the software installed in Products sold to Customer under this Agreement.

(viii) U.S. Export Control: The Department is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when End Users are traveling internationally with the Department's Equipment.

5.04 Equipment Lists and Catalogs

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

5.05 Licensing Requirements

Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Service Provider's software vendors are provided by Service Provider or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements. Service Provider may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

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Contract 6.0- BUSINESS PROCESS AND OPERATIONS

6.01 Generally

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

6.02 Weekly Conference Calls

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

6.03 Helpdesk

Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DivTel helpdesk system(s). Additional information for Helpdesk information is provided in **Exhibit 1 – Technical Specifications**.

6.04 Technology Information

In the normal course of technology evolution and enhancement, Service Provider continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Service Provider will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.

As part of such technology evolution, Service Provider must reserve the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint Direct Connect push-to-talk ("PTT") Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network; provided that Service Provider will not undertake any such migration with less than 12 months prior notice. Because there will be at least 12 months prior notice, in almost every instance Customer will have the ability to upgrade its existing devices to new or replacement devices under the then applicable Service Provider handset upgrade program. If the Customer has any devices that are not eligible for upgrade under this handset upgrade program and the Customer must migrate its existing Products activated on the Nextel National Network, Service Provider will permit the parties current upgrade policy to apply to such existing Products and permit the Customer to upgrade at the then existing upgrade costs to devices that are compatible with the replacement technologies. If Service Provider exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of this Agreement related solely to the Nextel products and service will terminate. In addition, the parties recognize that they may need to amend this Agreement to add new terms related to such successor technologies.

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6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

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

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

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

B. Contract Manager

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

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

C. SUNCOM Product Manager

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

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

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Contract 7.0- TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement.

7.02 Payment of Charges

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

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C. The parties agree that taxes and surcharges shall not be assessed in the calculation for the Transaction Fee.

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

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

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department's vendor list as provided in rule 60A-1.006, F.A.C.

7.04 Taxes

Service Provider will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Service Provider's rates and charges for Products and Services do not include taxes. Customer will pay any and all taxes for which it does not have an exemption.

The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Agreement are provided in **Exhibit 3** and as updated in the catalog.

These fees may appear on billings to the Customer. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services may be imposed during the term of this Agreement, without the prior amendment under the Agreement, unless mandated by the FCC or PUC. Service Provider agrees to not bill for any items which are not mandated by the FCC or PUC and which are

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otherwise not applicable to wireline and/or wireless voice and/or data telecommunications services.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement and subject to Section 215.422, Florida Statutes.

7.06 Proration of Charges

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

7.07 Charges Resulting from Lost or Stolen Devices

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

7.08 Right of Offset

Following prior written notification and completion of the dispute process outlined in Section 14, the Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

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

8.02 Responsibility for Actions or Omissions

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

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8.03 Responsibility for Agents

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

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

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

8.05 Notice to End Users and SUNCOM Clients

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

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

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

8.06 Protection of Service Provider Marks

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

8.07 Acceptable Use Policy

If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at http://www.sprint.com/legal/agreement.html, as reasonably amended from time to time by Service Provider. Service Provider will provide a copy of the acceptable use policy to the Department every six months

Contract 9.0 - SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature. Service offerings are defined in **Exhibit 1**.

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9.02 Planned outages

The Service Provider (over the wireless network) shall send notifications which informs the end customer of the anticipated outage including date, time, and duration. Customer notification is sent via the Enterprise Notification System (ENS) for planned and unplanned downtime on the Sprint Network. Additional information for outages shall be provided in **Exhibit 5**.

9.02.1 Unforeseen Outages

Additional information for unforeseen outages shall be provided in **Exhibit 5 – Service Level Agreement Matrix.**

9.03 Department Test Accounts

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

9.04 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Additional information is provided in **Exhibit 1 – Technical Requirements**.

9.05 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

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

C. Privacy Policy. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

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

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or

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required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

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

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.08 E-Verify Employment Eligibility Verification

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

9.09 Scrutinized Companies Lists

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

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to hotline, suspend, or terminate such Service to the End User immediately ("Fraud Intervention Measure(s)"). Charges associated with fraud activity for which the Department has been confirmed as having no culpability will be credited. The credit may take more than one billing cycle to apply. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of Fraud Intervention Measures.

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10.02 Minimize Abuse

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

10.03 Suspected Abuse or Fraudulent

Service Provider shall make commercially reasonable efforts to give the Department notice of suspected abuse or fraudulent use prior to implementing a Fraud Intervention Measure.

10.04 Fraudulent Use of Services

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

10.05 Prohibited Data Uses

Prohibited Data Uses. Service Provider 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 prohibited voice or data uses provided in the User Guide and in the Operational Guide, which is updated from time to time. In Service Provider's sole discretion, Service Provider will determine the actions necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.

10.06 Interrupt or Terminate Service

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

Contract 11.0 - NO WARRANTIES

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

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

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE

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LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

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

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

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

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

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.9 (COMPLIANCE WITH LAWS) OR 15.10 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 <u>Indemnification</u>

Sprint will indemnify and defend State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property

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that is alleged to have resulted, in whole or in part, from the negligence of Service Provider or its authorized agents, employees, partners, or subcontractors.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to participate at the Department's expense with Service Provider maintaining control over the claim or action. Service Provider shall not finalize any settlement with respect to the State, the Department, a SUNCOM Client or any End User in any legal action without the State's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance arising between the parties relating to this Agreement, which is not resolved by mutual agreement of the parties, will be promptly submitted in writing to the other party in accordance with the Notice requirements of the contract. The parties shall designate individuals with authority to resolve the dispute and such individuals shall work diligently and in good faith to resolve the dispute within thirty (30) days. In the event the parties are unable to resolve the dispute within sixty (60) days, any dispute concerning performance of the Agreement shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Billing disputes shall be resolved pursuant to Section 215.422 of the Florida Statute.

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

Contract 15.0 - MISCELLANEOUS

15.01 Annual Appropriations

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

15.02 Waiver

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

15.03 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in

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conjunction with this Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and Section 119.07(1), Florida Statutes.

15.04 Contractual Obligations

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

15.05 No Subcontracting

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

15.06 Notices

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

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

(b) If to Service Provider:
Attn: Legal Dept. – Public Sector
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20196
Fax: (703) 433-8798

with a copy to:
Attn: Tracy Srodes
Sprint Branch Manager, Florida Public Sector
4914 S Tamiami Trail
Sarasota, FL 34231

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

15.07 Force Majeure

Each party's performance under this Agreement shall be excused if such non-performance is due to labor difficulties, governmental orders, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the party's reasonable control.

15.08 Ethical Responsibilities

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

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15.09 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes.

15.10 E-Rate

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

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

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

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct

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damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Client until such time as the Department and any affected E-Rate SUNCOM Client obtains services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence or willful misconduct, the Department and E-Rate SUNCOM Client will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph (i)A.

Any damages paid for by the Service Provider in relation to Sections A (1-3) above, shall be limited to each individual SUNCOM Client's total net payments for the affected Services purchased in the 12 months prior to the event giving rise to the claim. Additionally, in no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

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

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

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1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of the Business Process and Operations **Exhibit 2 – Business Process and Operation**.

15.11 Advertising

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

15.12 Assignment

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

15.13 Employees, Subcontractors, and Agents

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

15.14 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the

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specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.15 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.16 Warranty of Ability to Perform

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

15.17 Modification of Terms

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

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processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

15.21 *FHP and Associated or Similar Number
Service Provider allows the Department, SUNCOM Clients and its End Users in Florida to dial *FHP at no additional charge.

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

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____

Print Name: BRETT RAYMAN

Title: CHIEF OF STAFF

Date: 1/13 2012

SPRINT SOLUTIONS, INC.

By: _____

Print Name: Carolyn Rehling

Title: Regional Vice President

Date: 1/12/12

Approved as to form and legality by DMS Office of the General Counsel

By: _____

Print Name: Kristin Klein

Date: 1/13/12

Sprint — Approved as to Legal Form
HRF
12 Jan 12

APPROVED
SPRE
1/12/2012

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EXHIBIT 1 – TECHNICAL REQUIREMENTS

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Exhibit 1.0 Sprint MCS Technical Requirements

Contents

EXHIBIT 1.0 SPRINT MCS TECHNICAL REQUIREMENTS 1

1.01 VOICE SERVICES 3
1.02 CELLULAR WIRELESS DATA SERVICES OVERVIEW 3
1.03 TRANSMITTED DATA SECURITY 5
1.04 CLOSED USER GROUP 5
1.05 STATE PROVIDED IP ADDRESSES (PUBLIC AND PRIVATE) 6
1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private) 7
1.06 SERVICE PROVIDER FURNISHED PUBLICALLY ROUTABLE IP ADDRESS SPACE 8
1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public) 8
1.07 ENTITY SPECIFIC CIRCUIT; WIRELESS DEVICE ROUTING AND IP ADDRESS SCHEME. 9
1.08 SERVICE PROVIDER PRIMARY (ACTIVE) NNI IPSEC VPN APPLIANCE 10
1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance 12
1.09 WIRELESS CELLULAR ROUTER OR WWAN CELLULAR MODEM 12
1.10 EMERGENCY OPERATIONS 13
1.11 ADDITIONAL SECURITY FEATURES 13
1.12 GRADE OF SERVICE 15
1.13 WIRELESS DATA USER AUTHENTICATION 17
1.14 WIRELESS DATA USER ACTIVITY LOGGING 18
1.15 TEXT MESSAGE BROADCAST SERVICES 20
1.16 MESSAGING LOGGING SERVICE 22
1.17 GEOGRAPHICAL DEVICE TRACKING SERVICE 24
1.18 WIRELESS DEVICE APPS-STORE 28
1.19 COVERAGE MAPS (VOICE AND DATA WEB GUI) 28
1.20 ROAMING 29
1.21 NETWORK NEUTRALITY 29
1.22 PRIORITY CONNECT SERVICES 30
1.23 TEST PLAN (APPLICABLE TO WIRELESS DATA COMPONENT) 32
1.24 DATA MONITORING TOOL SUITE 32
1.25 VOICE MONITORING TOOL SUITE 36
1.26 VOICE HANDHELD DEVICES 39
1.26.1 Minimum Requirements 39
1.27 DATA TRANSMIT DEVICES 40
1.28 TEXT MESSAGING-ONLY DEVICES 40
1.29 HELPDESK 40
1.30 NETWORK TROUBLE REPORTING. 41
1.31 DEPARTMENT TEST ACCOUNTS. 41
1.32 SUNCOM CLIENT TESTING AND EVALUATION. 42
1.33 WEEKLY CONFERENCE CALLS. 42
1.34 OPERATIONAL AND USER GUIDE 42
1.35 ESCALATION REQUIREMENTS 42
1.36 PLANNED OUTAGES 42
1.37 UNFORESEEN OUTAGES 43
1.38 HARDWARE SHIPMENT 43
1.39 EXISTING WIRELESS DATA CUSTOMER MIGRATION 43

DRAFT

1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

Sprint international calling privileges must be enabled on the service account before international calling is permitted. Sprint shall only enable International Roaming and International Calling if requested on the DMS electronic service account order.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

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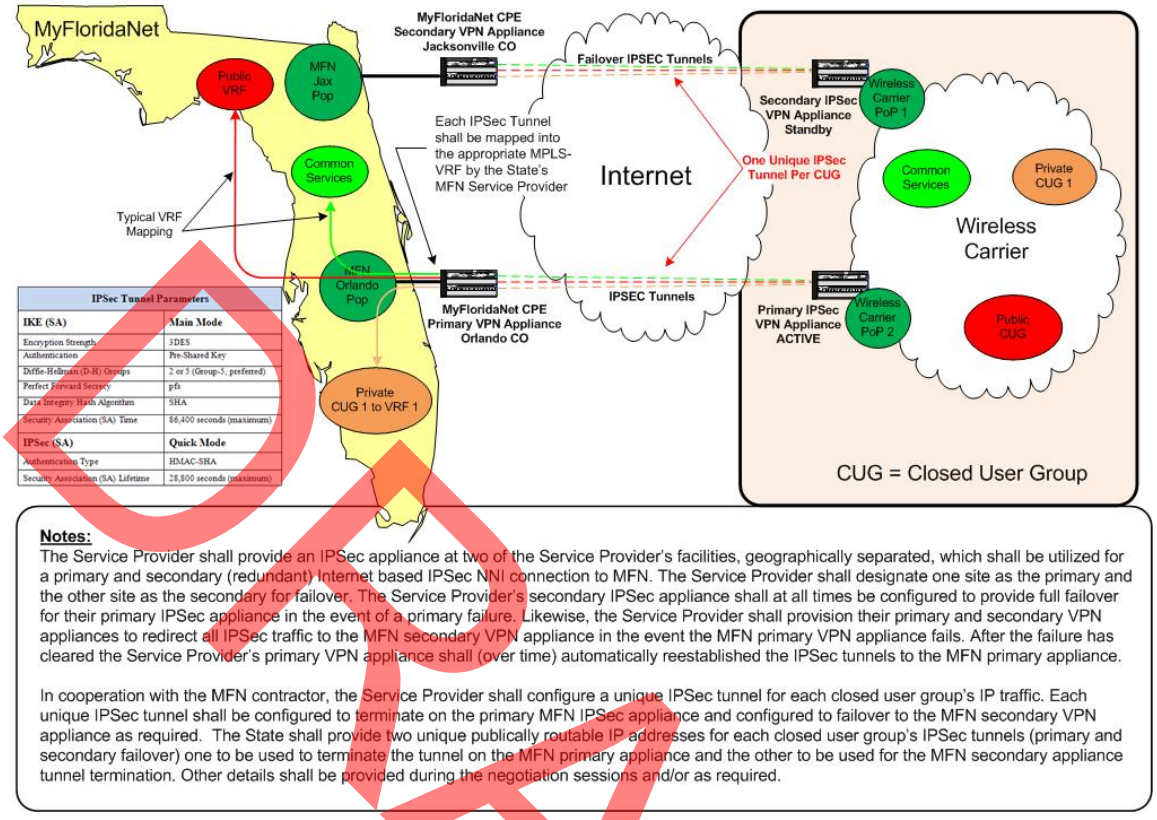
IPSec Internet Based NNI for Wireless Data Connectivity



IPSec Tunnel Parameters	
IKE (SA)	**Main Mode**
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellman (D-H) Groups	2 or 5 (Group-5, preferred)
Perfect Forward Secrecy	pfs
Data Integrity Hash Algorithm	SHA
Security Association (SA) Time	86,400 seconds (maximum)
IPSec (SA)	**Quick Mode**
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)

Notes:

The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall 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) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

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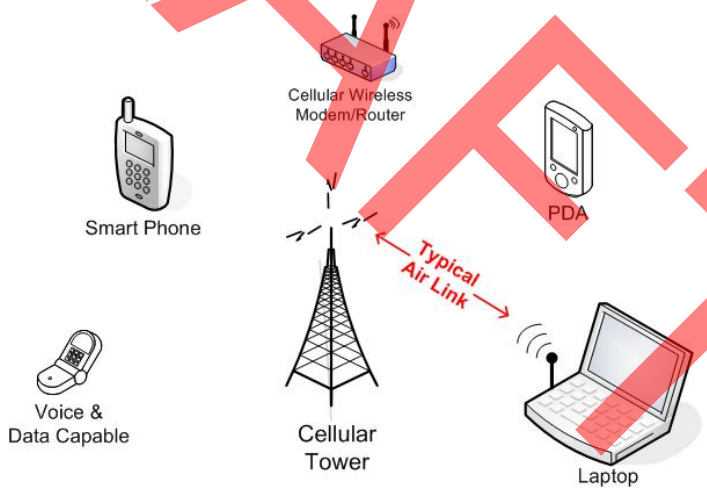
dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

Sprint shall create and maintain closed user groups. The closed user shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each closed user group shall correlate to a 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.

1.03 Transmitted Data Security

All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.



1.04 Closed User Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***(see below)" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as

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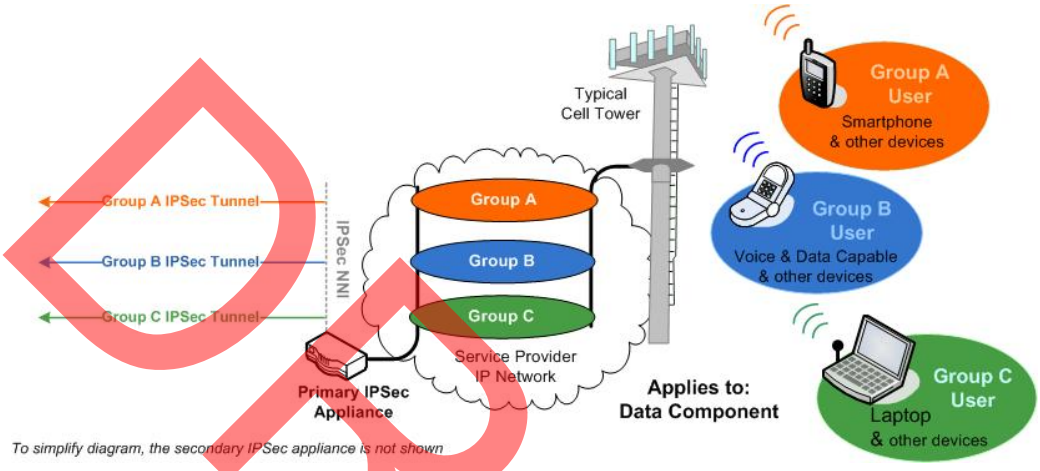
long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required, DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

**** In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

<u>Note:</u> Not all RFC 1918 private IP address space is available for use on the MFN network.

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **<u>permanently</u>** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile-device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless

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devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

Dynamic IP address assignment is the default method currently in use by the Data Link network. Sprint will not charge State of Florida MRCs for Sprint-provided dynamic IP addresses or State of Florida-provided IP addresses. Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets"

Sprint Data Link supports smartphones. Currently, programming smartphone devices in the IP ranges needs to be done manually to support Data Link. Sprint is working on automating this process in 2011. Sprint can support Data Link over the air programming on devices with the exception of the following: Blackberry, iDEN, HPPTT, 3G/4G Dual Mode, 4G device and Feature phones. Sprint will update DMS as new devices are supported.

Smartphones and other units which do not support over the air provisioning will require staging and provisioning of Data Link prior to deployment. Units will be sent to a defined location for provisioning. Units will then be shipped to the end-user. Staging and provisioning should be completed within 24 hours, but in some cases could take up to 48 hours to complete. Additionally, aircards can be provisioned Over the Air.

1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. In this case, if private IP address space is utilized by the customer, Internet connectivity shall be the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.

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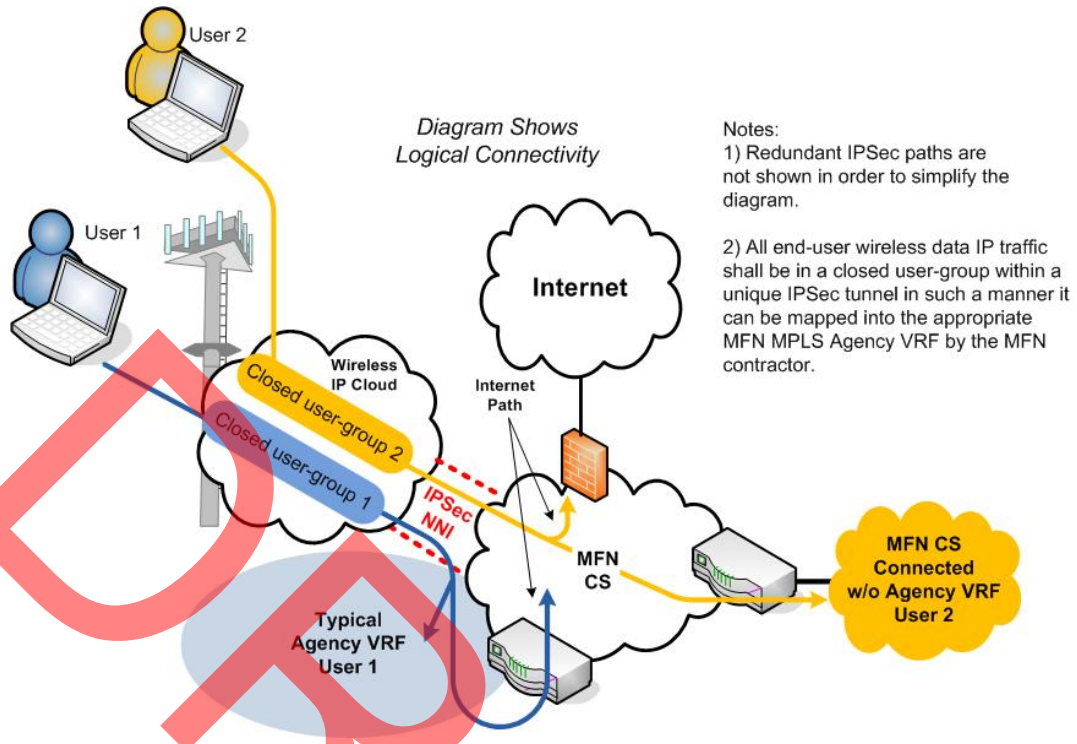

All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

Note: An end customer that requires a closed loop connection with no direct connection to the internet shall utilize Sprint DataLink Data Service.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.

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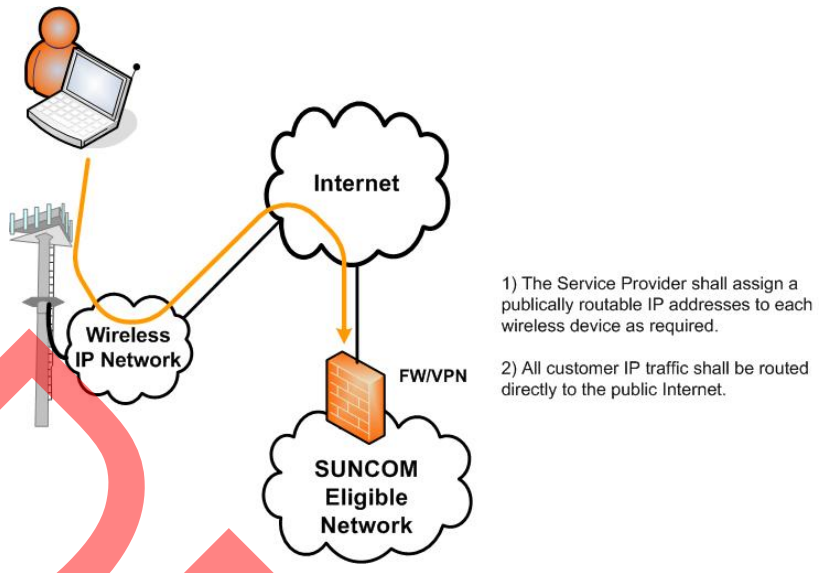

The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

Note: An end customer that requires direct access to the internet shall utilize the Sprint Vision Data Service.

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address

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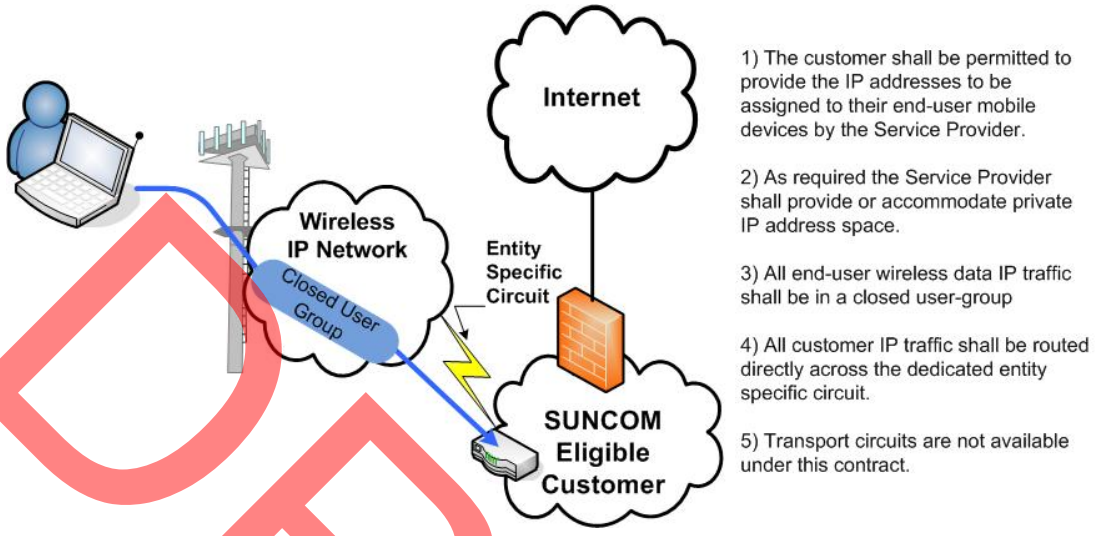
allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.



Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.*

Note: An end customer that requires a closed loop connection with no direct connection to the internet shall utilize Sprint DataLink Data Service.

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. The Service Provider shall provide either Option-1 or Option-2 (shown below) in order for DMS to monitor the primary IPSec VPN appliance performance metrics:

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Option 1: "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics.

Option 2: The Service Provider shall provide the DMS a monthly performance report of the primary IPSec appliance. The report (at a minimum) shall identify the appliance model, list the associated hardware modules and show a thirty (30) day peek average percentage for the CPU, interface, memory, and encryption engine utilization. The performance report shall be provided to DMS in the agreed upon format within the first twenty (20) days of the following month.

The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

The Service Provider's IPSec appliances (both primary and secondary) shall 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	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

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DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds.

The Service Provider shall provide either Option-1 or Option-2 (shown below) in order for DMS to monitor the secondary IPSec VPN appliance performance metrics:

Option 1: "READ-ONLY" access to the secondary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics.

Option 2: The Service Provider shall provide the DMS a monthly performance report of the secondary IPSec appliance. The report (at a minimum) shall identify the appliance model, list the associated hardware modules and show a thirty (30) day peek average percentage for the CPU, interface, memory, and encryption engine utilization. The performance report shall be provided to DMS in the agreed upon format within the first twenty (20) days of the following month.

Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method

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k. Encryption Algorithm

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall 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 the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

Sprint currently has several Wireless Cellular Routers that meet (or exceeds) the specifications defined (a) thru (k).Sprint shall include a link to WCR manufacturer's site on the Sprint site for easy navigation to current software updates and release notes.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. At no cost, the Service Provider shall deliver to ESF-2 the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. The airtime shall be provided at no charge for a period not to exceed thirty (30) days. On the thirty first day the Service Provider shall be allowed, at their discretion, to initiate billing on any active device accumulating airtime (not dormant). On the thirty first day, the Service Provider shall follow the ESF-2 procedures to recover their non-billable hardware.

Sprint shall meet the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving an ESF-2 request.

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

Additionally the core assets are security-hardened through both patching and close configuration management, and Sprint Wireless has careful operational controls to manage access among our internal staff.

<u>Physical Security</u>

In addition, businesses depend on the continuous availability and integrity of information assets, critical systems and resources. Physical security is the first line of defense against potential incidents and interruption of business and Sprint maintains a protected environment designed to prevent/detect unauthorized entry of facilities.

All Sprint facilities are secured 24x7 and are provided with security protection commensurate with facility criticality and the potential for disruption of operations resulting from unauthorized access. Sprint employs a broad array of physical security program elements to protect its

DRAFT

facilities and operations, to include electronic access control systems, closed circuit TV surveillance systems, intrusion alarm systems, visitor control, identification badges, perimeter fencing, security lighting, and guard services.

Access alarms are monitored continuously by a Network Operations Surveillance Center, a Wireless Network Management Center or a commercial central station. In the event of an alarm condition, an appropriate response (including dispatch of law enforcement personnel, where appropriate) is initiated.

To ensure compliance with internal security requirements, and to identify risks requiring mitigation, Sprint conducts recurring physical security assessments of critical facilities.

Security personnel, cameras, and electronic badge readers secure the main entrance to Sprint facilities. We secure additional areas within each building based on the level of compartmentalization required. In addition, we secure the security operations center with an additional security camera and electronic badge reader providing access to corporate security employees only. Personnel who do not require continuing access to computing facilities are considered visitors and will be escorted by an authorized Sprint associate. We require visitors to sign a visitor control log, which is retained by the Facility Control Manager for at least one year. Electronic security measures are deployed to secure computing rooms or resources and computer components located in support rooms or closets are protected from unauthorized access. These components may include servers, routers, and other telecommunications equipment. We lock doors to such rooms to prevent unauthorized access, and keys or combinations will be issued only to those persons having a continuing need for access.

In terms of physical security, Central Offices' security practices fall within the category of "critical facilities." In addition to the requirements set forth in the base document, the following standards apply to any facilities designated as "critical." Where feasible, rooms containing technical equipment (e.g., switches, servers, routers) are located so they are not on exterior walls or below ground level. Facility support equipment (e.g., emergency generators, batteries, HVAC) are not located below ground level. Critical equipment/operations are not located on floors designated by fire code as fire stairway re-entry points.

Specifications for future construction require fuel tanks supporting emergency generators to be of double-wall construction (steel/steel or concrete/steel). When above ground, the tanks and associated fuel feeder lines will be protected from vehicular damage by walls and/or bollards.

External signage does not identify the function of the facility, and, unless required by regulatory directive, such signage does not identify the facility as belonging to Sprint. All security systems (e.g., alarm, card access and CCTV) have battery back-up and are supported by the emergency generator. Where it is feasible, parking areas have a 100-foot setback from structures.

Whenever practical, the facilities are enclosed with fencing. Card readers are installed on all vehicular and pedestrian access gates. The perimeters of sites located in a high crime area (CAP index score of 400 or more) are surrounded by cut and climb-resistant fencing.

Doors leading from semi-public areas (e.g., visitor/reception areas, shipping and receiving areas) into the facility employ revolving security doors, which prevent tailgating. Doors leading from semi-public areas (e.g., visitor/reception areas, shipping and receiving areas) into the facility employ either biometric or dual verification (card and PIN) readers.

Any external windows in equipment areas are opaque and protected by heavyweight security film attached to the window frame.

Glass break detectors cover all external glass. All exterior doors, and all interior doors leading from an open corridor into a limited access area, have door alarm contacts installed. Doors

DRAFT

leading to vaults serving critical facilities are alarmed. Alarm systems use two separate communication paths terminating at two separate and staffed monitoring locations for alarm annunciation.

Vehicle entrance and exit gate(s) to the property are motorized. Entrance gates are equipped with card readers. Exit gates are equipped with card readers if company vehicles or other high-value, mobile company equipment is stored within the fenced area. Pedestrian gates to the property are equipped with card readers for entry. All exterior doors used to access the facility, and interior doors leading to limited access areas within the facility, are equipped with card readers.

The following areas are covered by CCTV cameras:

- All exterior doors
- Parking areas and roadways
- Emergency generators and related fuel storage tanks
- Ground-level HVAC, equipment cooling, and electrical and telephone service equipment/appearances
- Vehicular and pedestrian gates in perimeter fencing
- All interior doors connected to either an alarm or access control system
- Visitor processing/reception areas

Firewalls

Sprint's nationwide wireless network is protected by state-full inspection firewalls. The configuration of the firewalls is relatively open to allow customers the ability to use a wide variety of applications which use any number of protocols and ports. However, because Vision-enabled PCS Phones and Devices are given publicly routable Internet addresses, Sprint blocks specific inbound ports to reduce the threat of over 90% of current Internet attacks. Ping, traceroute, and other ICMP commands are also disabled inbound from the Internet. Additionally, Sprint has the flexibility to enforce additional rules as new threats appear. Sprint advises users of PDAs and laptops to install their own anti-virus and personal firewall solutions for maximum security.

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

SLA Commitments

The SLAs provide commitments for voice service reliability based on measuring dropped calls, blocked calls and network voice availability. Sprint's wireless SLAs provide the following:

- **Network Voice Block Rate: Less than 2%**
  - The Network Voice Block Rate is the percentage of calls blocked as compared to total number of attempts by all Sprint customers over a calendar month. The call is "blocked" if the customer can not successfully place a call while within the Sprint CDMA coverage area. The Sprint goal for wireless voice blocks on the Nationwide Sprint Network to be less than 2%.

DRAFT

- **Network Voice Drop Rate: Less than 2%**
  - The Network Voice Drop Rate is the percentage of calls dropped as compared to total number of calls established on the Nationwide Sprint Network over a calendar month. The call is "dropped" when a user experiences an abnormal call release without either party manually ending the call while within the Sprint CDMA coverage area. The Sprint goal for wireless voice drops on the Nationwide Sprint Network to be less than 2%.
- **Network Voice Availability Rate: 99.9%**
  - The Network Voice Availability Rate is the percentage of minutes the Nationwide Sprint Network voice elements are operational as compared to the total number of minutes in a given calendar month. The availability of all network elements in the call path for wireless voice service determines the overall service availability. The Sprint goal for wireless overall average Network Availability Rate to be greater than 99.9%.

Access to Monthly SLA Metrics

Each month, Sprint posts its network performance on a secure password-protected website. Following contract award and only after execution of a non-disclosure agreement, Sprint will provide a user name and password to access the Sprint Wireless SLA Performance metrics each month. Performance metrics for the preceding month will be available after the third week of the month. Your Sprint Account Representative can provide a demonstration of the website at your request.

Our goals for Mean Time to Repair (MTTR) are based on the Trouble Severity level of the event. Trouble Severity levels are defined by Sprint based on a number of factors in the following descriptions. Our goals for MTTR for each of our first three severity codes are:

- 4 hours for Trouble Severity 1 Events: Complete loss of a Service for all customers, an entire market, or an entire business.
- 8 hours for Trouble Severity 2 Events: A major loss of a Service for all customers, an entire market or an entire business. Or a major impairment of the performance of any Service for all customers, an entire market, or an entire business.
- 24 hours for Trouble Severity 3 Events: A partial loss of a Service for all customers, an entire market, or an entire business. Or a partial impairment of the performance of any Service for all customers, an entire market, or an entire business. Or a loss of a portion of Service which is non-critical or has minor impact on functionality.

Wireless Data SLA

Wireless Data Service performance commitments are as follows:

- Wireless Data Network Availability – 99.5% or greater
- Wireless Data Blocks – less than 2.00%
- Wireless Data Drops – less than 1.00%

Every month Sprint will measure the performance of the Sprint-owned CDMA wireless network (excluding the iDEN network, Affiliate networks or roaming networks) on a national level in each of the three commitment areas. EVDO network statistics are included in Network Availability and Data Blocks, but not currently included in Data Drops. State shall be permitted to access the results of the measurements online each month on a password protected website. Performance information will be accessible to eligible customers who agree to keep such information confidential.

DRAFT

With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall failure to meet the stated service goals contained in this section subject Sprint to any penalties or damages of any kind.

Note: The report(s) provided under this section contains Sprint confidential information and is/are protected by the Sprint non-disclosure agreement signed by DMS.

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

DataLink: Is the product offering Sprint has proposed to satisfy the ITN requirement for a Closed User Group for mobile data services. Previously submitted DataLink Whitepaper outlines in detail the diagrams of the proposed architecture. State of Florida has discussed different user profiles to consider when provisioning a DataLink user, however, prior to defining these profiles; additional detail on DataLink was provided.

1) Proxy Authentication with Radius is required (AAA). Sprint has proposed two available solutions to assist the State of Florida
    a. Option 1: User currently utilizes Radius (AAA) within existing architecture to meet DataLink (AAA) requirement.
    b. Option2: User has not deployed Radius (AAA) within their architecture or is unwilling to allow their infrastructure to communicate to Sprint Radius (AAA) Servers. Sprint can provide, for an additional cost, Sprint hosted (AAA) services (SHA).
        i. At no additional cost, end customer's administrator will utilize the Sprint Radius (AAA) to provision their users to meet DataLink (AAA) requirement.
2) State of Florida has requested Static IP address pools provided as part of the Closed User Group solution. Sprint will work with the State of Florida to define these ranges. The IP address at the time of provisioning must be associated to the (AAA) username/password
3) State of Florida has requested provisioning of these devices be performed over the air (OTA) when possible and as seamless as possible to the end-user.

Currently the standard processes for provisioning a DataLink user is as follows:

1) Client requests a device with an activated MDN (Phone#)
2) Client generates a username/password on their AAA server or on Sprint managed AAA server
3) Client associates AAA credential with Static IP address

DRAFT

4) Customized Software Client is built for Modems only *** Enhanced Account Management (EAM) not required
5) Client pushes Over the Air (OTA) programming via Enhanced Account Management (EAM) portal

State of Florida has requested a customized process for provisioning to enhance end-user experience.

The State of Florida has identified two user profiles utilizing Closed User Group (DataLink).

Profile 1: Client would like to utilize the security and control benefit of DataLink but does not want to generate their (AAA) credentials and does not have AAA infrastructure. State of Florida has requested Sprint provide (SHA) AAA services and will generate credentials based on information provided by client. When a SUNCOM End-User selects this option in OaSIS, the SUNCOM End-User must agree to the disclaimer referenced in Section 2.03.1 OaSIS Website in order to submit the corresponding order. At the time of order utilizing OaSIS, the State of Florida will provide the Static IP address to be associated with the AAA credentials. Sprint will then provision the end-user device via (OTA) utilizing the (EAM) portal or manually provisioning the device prior to shipment to the end-user.

Profile 2: Client would like to utilize the security and control benefit of DataLink. Client requires an employee of their organization to provision their users. The clients IT staff will generate (AAA) credentials and associate the static IP address provided by the State of Florida. To provision the devices (OTA) the client would utilize the (EAM) enhanced account management portal.

** Sprint would need to setup Administrator accounts by Realm for (AAA) and (EAM) **

Sprint acknowledges the final Closed User Group Provisioning Process shall be mutually agreed upon and defined within the Services Operational Guide (Op-Guide) and this proposed process is subject to change.

1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event:

(a.) The actual date and time of connection initiation,
(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,
(c.) closed user group name (or other) the wireless user is assigned to,
(d.) IP address assigned to the device for connected session,
(e.) total uplink data amount (in bits) transmitted over the connected duration,
(f.) total downlink data amount (in bits) received over the connected duration,
(g.) duration time (in minutes) of the connected session,
(h.) wireless device's associated ten (10) digit phone number,
(i.) account number associated with the transmit/receive wireless device, and
(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

DRAFT

DMS shall waive (not require) items c, d, e, and f (in the list above) until the Service Provider's elects to enable that capability on their network.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

The Data Direct program was designed to support customers with a need for electronic or paperless invoicing. Data Direct is a simple way to provide summary and usage data to customers in an ASCII text format.

Data Direct File / Record Format

Sprint Nextel's standard Data Direct file is offered in CSV (Comma-Separated Values) format. CSV is a delimited data format that has fields/columns separated by the comma character and records/rows separated by newlines. If required, the file can be formatted with data in fixed positions. Each record layout table in this document includes a column showing the Fixed Position for each field.

Sprint does not have a way to provide this from the Data Link systems. Please note we can provide Radius Account Information directly to the customer if they are using SHRA(Sprint Hosted Radius Accounting).

Alternative Solution Available from Sprint

The requirements of this section can be met using the Sprint Data Link Hosted RADIUS Authentication Service. Sprint's Hosted RADIUS Authentication service provides Customer a hosted username and password management solution for their remote access users. Remote users authenticate on one of two redundant Sprint AAA servers while remote access administrators facilitate username/password management, of multiple transports types, on a single Sprint hosted Remote Access Authentication System (RAAS) or tool. Authentication database: Native RADIUS, Active Directory, LDAP, any SQL-based solution.

a. Redundant Sprint AAA servers are located in Lenexa, KS, and Lee Summit, MO. The RAAS application is Oracle based and is located in a highly secure strong DMZ environment in Lenexa, KS.

b. Authentication administrators through the RAAS system will have the ability to:

(1) Change passwords for existing users

(2) Control the addition and deletion of users (up to the maximum limit purchased)

(3) Control RADIUS authentication via policy management and profile groups

(4) Reset forgotten passwords

(5) Sprint provides authentication administrators RAAS Tier 1 support for application questions

DRAFT

(6) Sprint maintains the server infrastructure providing both AAA RADIUS authentication and username/password management (RAAS)

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

The downloadable Outlook plug-in integrates the Sprint EMG with all versions of Outlook and Outlook Express, including Outlook 7, and runs the Sprint Messenger Web Portal. The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, e-mail, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

There are no charges for sending these messages to Sprint users. If messages are sent to a non-Sprint user, there is a charge. The user receiving the text will be charged according to the plan they are on.

Web Portal

The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, email, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

Sprint has an XML API available with EMG Gateway.

Sprint EMG Protocol Support

Sprint EMG messages can be up to 500 characters and supports the following protocols

- **SNPP –** Provides 2-way messaging support, including delivery receipts, to appropriate receiving devices over the Internet. As an industry standard protocol, SNPP is based upon the SNPP specification RFC 1861 – Simple Network Paging Protocol – Version 3 – Two Way Enhanced.

DRAFT

- **WCTP –** Provides 2-Way messaging support including delivery receipts over the Internet, both with and without SSL. WCTP is based upon WCTP specification version 1.3

- **SMPP –** Provides 2-Way messaging support including delivery receipts over the Internet. SMPP support is based upon SMPP specification version 3.4.

Note: If the messages are sent to a government employer then there is no cost. If to a non-government employee (SUNPASS user as described in the example) there is a cost for the message.

Sprint Enterprise Messaging Gateway Description

The Sprint Enterprise Messaging Gateway (EMG) provides a single point connection for text messages onto both the Nationwide Sprint and Nextel National Networks to enable State of Florida employees to keep connected, bridging the fixed and mobile workforce. TeleMessage, a universal messaging service provider founded in 1999, provides the Sprint EMG. Its technology partners include Microsoft HP, IBM, Sun, Intel, and Oracle among others. With Sprint EMG, State of Florida mobile workers can receive messages from State of Florida systems and or employees, thus enhancing productivity.

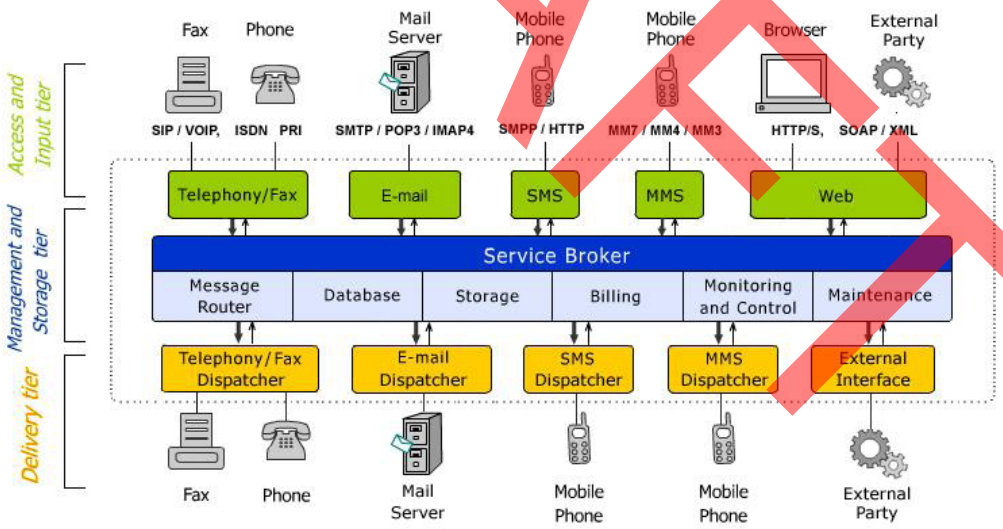
System Architecture

The Sprint EMG works as follows:

Message sent to EMG from an application.

EMG intelligently processes, organizes, formats and tracks each message and its responses.

EMG delivers the message to the device(s) specified by the customer and collects a response if appropriate.



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DRAFT

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Web Portal and Outlook Plug-in

The downloadable Outlook plug-in integrates the Sprint EMG with all versions of Outlook and Outlook Express, including Outlook 7, and runs the Sprint Messenger Web Portal. The Sprint Messenger Web Portal is an easy to use, flexible application used for creating and managing messages that can be delivered via multiple delivery methods including SMS, e-mail, text-to-voice and fax, and that are sent over the Internet via Secure Socket Layer (SSL), using a proprietary XML-based Application Programming Interface (API).

The Outlook plug-in uses Exchange GAL and Outlook and enables State of Florida users to utilize the same contacts they use for their e-mail messages and can support up to 5,000 entries that can be organized into distribution lists or individual entries. The Outlook plug-in integrates completely with Outlook, messages so they appear in the Web Portal just as if they were in Outlook. This makes it easy for State of Florida users to compose messages in a variety of formats, send to a variety of destinations, and check delivery status and receipt all from their mobile devices without having to invest time, IT resources or money for any additional training or support. The Sprint Messenger Web Portal is accessible at http://messenger.sprint.com and requires login credentials.

Connection Process

The Sprint Enterprise Messaging Gateway requires authentication. Authentication requirements vary depending upon access method.

- **SMPP –** Requires persistent connectivity via a VPN, Frame Relay or ATM.

- **SNPP –** Connectivity can be provided over the open internet, VPN, Frame Relay, MPLS or ATM.

- **WCTP –** Connectivity can be provided over the open Internet, both with or without SSL, via VPN, Frame Relay, MPLS or ATM. (This will be provided at the time their credentials are provided)

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifier, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers.

(a.) Minimum Identifiers, Content and Network:

DRAFT

(b.) Handheld device identifiers;
(c.) associated user account number;
(d.) message send date/time;
(e.) message receive date/time;
(f.) message content, sent;
(g.) message content, receive;
(h.) wireless network identifier;
(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

DMS is aware that some handheld devices support PIN–to–PIN transmitted off-net* messages which may not traverse the Service Provider's network.

*In this instance an "off-net text message" is defined as: any transmitted or received text message that does not transverse and/or cannot be logged using the Service Provider's network facilities.

DMS waives the requirement that all wireless device messages be logged until the Service Provider elects to enable this functionality on their network and limits this requirement to devices that are message logging capable as identified by the Service Provider.

This capability is currently only available on a limited number of Sprint devices. This service requires an application to be loaded on the wireless device. Standard (non smartphone) devices are not currently supported. Network supported text logging could be provided in the future but is undetermined at this time. If text logging is required, the end-user would have to select a "text logging" capable device and load the applicable software.

All SMS messages sent from smartphone devices are captured at the time of transmission and made available online to authorized users. The devices that are txt logging capable are identified in product catalog.

With an application loaded on the device, every message can be captured upon send or receive of smart phones and can be provided. Pictures can be stored but will require additional set up to support volumes of JPG, WAV files and other type media files.

With the Logging Application, all messages are available online too authorized users. Sprint has the ability to auto-generate an output of all messages to be delivered electronically within the specified timeframe AND which can be burned to DVD by Sprint or by the State of Florida, if required. All SMS but not MMS messages sent and/or received are stored on the system for a minimum of 12 months. All captured SMS and MMS messages can be exported sorted by device identifier, user account number or other identifier as listed.

Virtually any messaging technology can be rolled into Sprint's solution. In addition, the Sprint's solution also captures the content of all PIN-to-PIN messages sent or received. Sprint currently supports the most common carrier provided messaging technologies: SMS, MMS and PIN-to-PIN.

Sprint additionally maintains the number TYPE (long Distance, local etc.), the Signal Strength of the device at the time of send or receive, the GPS location (if GPS is enabled on the device) and a Message Type. Outside of messaging, Sprint also logs all applications and contacts that are

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resident on smartphone devices, providing migration tools for device replacement. Sprint tracks data and voice use. Thus, this can be proactively measured against the carrier's invoice.

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible, the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol daily and/or upon request. The Service Provider shall provide the total data file at the end of the applicable month. The Service Provider shall also provide API access to its network services via a Web-services framework to enable DMS to develop application or to integrate with other applications. The longest time interval between location attempts that Sprint would impose for a given device is 10 minutes.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each or provide a website that contains this information. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS. In lieu of a product catalog, Sprint shall provide a website that list all CDMA devices launched in 2006 and beyond that are certified for all Location Based Services (LBS), as well as many prior to that date. Existing devices can be found at www.sprint.com/phones.

Regarding degree of accuracy, under the same conditions there will be similar degree of accuracy regardless of device type. Sprint shall use the best available technology to obtain the location fix. The level of accuracy is environment driven. For example in-building, where GPS positioning is blocked The Service Provider shall provide terrestrial positioning (AKA: tower triangulation). Along with the location value the uncertainty value of the location fix in meters indicating the quality of the location fix shall also be returned. Due to network assistance Sprint GPS receivers typically perform better at lower signal levels than stand-alone GPS units.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for

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collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily. Meeting this requirement is driven by specific application and logic on the handset. Certain applications such as Actsoft, Telenav, or Xora can provide clock-in/clock-out capability within their third party application. Geofence triggered tracking may also allow for start/stop as a user enters a defined geofence area. These functions will depend on the third party application that is selected. Sprint also provides API access to its network services via a Web-services framework to enable DMS to develop application or to integrate with other application.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier

2. Start-Stop times

3. Sampling frequency

Exception: Sprint takes exception to (a) through (c) 3 above. The reporting and notification capabilities available are highly dependent on the end solution that is chosen. Sprint does not provide this level of notification, but specific notifications can be determined by the chosen third party application.

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

Exception: Sprint takes exception to items (a) through (b) above. Sprint does not offer this as a standard offering but could be offered by a third party provider.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equals the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

<u>Sprint Business Mobility Framework Overview</u>

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Sprint Business Mobility Framework allows State of Florida to locate, track, direct, message, and share information utilizing Sprint's Network capabilities, an enterprise IT application environment, and mobile workforce devices or assets:

- **Location Services (Cell Sector Location and Precision Location)**: Sprint uses cell/sector, Assisted Global Positioning Systems (A-GPS, satellite-based) and Advanced Forward Link Trilateration (AFLT, tower-based) capabilities to deliver fast and accurate location data
- **Presence Services (Presence and Presence Notifications)**: Sprint uses Presence (current "on" or "off" status of device) and Presence Notifications (change in status) capabilities to deliver status information for authorized Sprint PCS 3G devices.
- **Alert Services (one-way text messaging)**: Sprint uses SMS (text) and Play Voice XML (voice) capabilities to deliver messaging options through the Sprint Business Mobility Framework gateway

Sprint Business Mobility Framework Permits

1. State of Florida develops applications based on your specific requirements or purchases an application pre-certified on the Sprint network. Sprint shall help State of Florida identify existing applications or other third party applications eligible for integration with Sprint Business Mobility Framework.
2. The State's IT staff or a System Integrator can integrate the State application(s) through a secure SSL connection.
3. State of Florida purchases or utilizes existing GPS-enabled devices, and purchases individual Sprint Business Mobility Framework services, based on the application requirements and frequency of use.

Sprint Business Mobility Framework Solutions Includes:

- **Sprint Mobile Locator** - Sprint-branded location application with location presence and messaging services in a bundled product solution; a solution designed for customers requiring basic location and mapping services to improve the productivity of their mobile workforce.
- **Field Service Automation** - Provides mobile technicians with access to software designed to automate core business processes and coordinate work orders.
- **Field Force Management and Sales Force Automation** - Allows businesses to reduce expenses associated with transport and delivery of products and services through improved monitoring and management of mobile employees. This category includes Sales Force Automation (SFA) solutions that extend CRM software to sales personnel for pre-sales and post-sales activities in an organization.
- **Fleet Management** - Monitor and manage assets and equipment and include location services (monitoring/tracking, routing, mapping, traffic weather alerts); work order management (record shift times and breaks, capture job and work order information, expense reporting), and dispatch functions (job order scheduling).
- **Asset Management and Tracking** - Monitor and track high-value assets using specialized devices.

Technical Functionality Details

Account management is enabled through the consumer web portal. Application developers use Application Protocol Interface (API) hooks through Software Development Kits (SDK) provided by Sprint.

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- Precision Location (Includes AGPS and AFLT) provides the latitude and longitude of a device along with an accuracy estimate (accurate within 5-300 meters depending on conditions).
- AGPS (Assisted GPS) determines location utilizing Sprint Infrastructure and Satellites. Line of sight to three satellites is not required as in regular GPS technology, but two satellites must be visible for a precise AGPS fix.
- AFLT (Advanced Forward Link Trilateration) determines location through the phone by taking measurements of signals from nearby cellular base stations (towers) and reporting the time and distance readings back to the network. The network then calculates an approximate location of the device. In general, at least three surrounding base stations are required to get an AFLT position fix.

Cell Sector Location provides the latitude and longitude of a device (accurate within the signal zone of a CDMA tower). The device location is within a wedge-shaped cell sector, much faster than precision location, more accurate in urban areas than rural areas.

Presence Services

Presence provides a status indicating whether the device is on or off.

Presence Notifications alerts the application when a device is turned on or off. Security parameters are in place to ensure only authorized users can access presence information.

Alert Services

SMS Alerts (Text Messaging) enables application server to send a text message easily to a device.

- State of Florida can send an SMS message to a single device or up to 20 Sprint PCS 3G devices at one time.
- The Play Voice XML version supported by BMF is 1.0.

Sprint Business Mobility Framework Manager

Sprint Business Mobility Framework Manager provides self-management portals with integrated application and privacy management:

Administrative Portal

Your Telecommunication Administrator's Portal:

- Provides a web-interface to manage which applications can use Sprint Business Mobility Framework services and which devices those applications can query
- Enables Sprint and third party administrators to manage applications and ensure applications can only query devices that have given them permission
- Provides a number of management features including Work List, TPA Management, Device Management, and Group Management

Consumer Portal

The Consumer Portal allows Sprint PCS Vision subscribers to manage permissions to location and presence applications made available to them by third party providers. Individual subscribers can:

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- View, accept, and reject application invitations
- Create and cancel subscription requests to applications
- Block applications from sending invitations
- Change personal preferences such as disabling text messaging or administrative authorization

Certified Sprint Business Mobility Framework Partners for Application Development

Sprint Business Mobility Framework provides a software development environment with highly interoperable web services. Sprint has integrated with multiple developers. State of Florida can access detailed information on our certified partners at www.sprint.com.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

Sprint Nextel Corporation offers the "Business Applications Marketplace" solution to the Application Store requirement in this section. The "Business Applications Marketplace", provides Business and Government Agencies with Mobile Productivity Applications from a range of providers covering all major Mobile Device Operating Systems.

The Business Applications Marketplace will operate as an extension of the suite of legacy Sprint Billed Solutions. The Business Applications Marketplace provides:

- Business Mobility Applications for all Mobile Device Operating Systems
- New Mobile Productivity Applications will be continuously added to the "Marketplace"
- All Applications ordered through Sprint will be billed as part of your Sprint Nextel Wireless Services monthly bill.

The Business Applications Marketplace shall provide the State of Florida if they wished to use this service to bill for the Mobile Applications that have been developed by the State. There is a set up process for this "Marketplace" that can be delivered for review, if necessary. From a process standpoint, the State of Florida would deliver the application – Sprint would bill the end-user, and then remit payment to the appropriately identified State Agency.

1.19 Coverage Maps (Voice and Data Web GUI)

Within forty-five (45)-days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

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The coverage maps shall include a statewide map and county-by-county maps, sixty-seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total.

Sprint shall provide files to Florida in a digital format for use in their GIS system.

DMS waives the requirement for static coverage as long as: Sprint provides and maintains a wireless coverage GUI on the public Internet accessible to DMS and the end customer.

http://coverage.sprint.com/IMPACT.jsp

1.20 Roaming

There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

Sprint does not charge for roaming for voice services. Data roaming charges are applicable after the 300MB cap is exceeded both in and out of the State of Florida.

1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as: free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.

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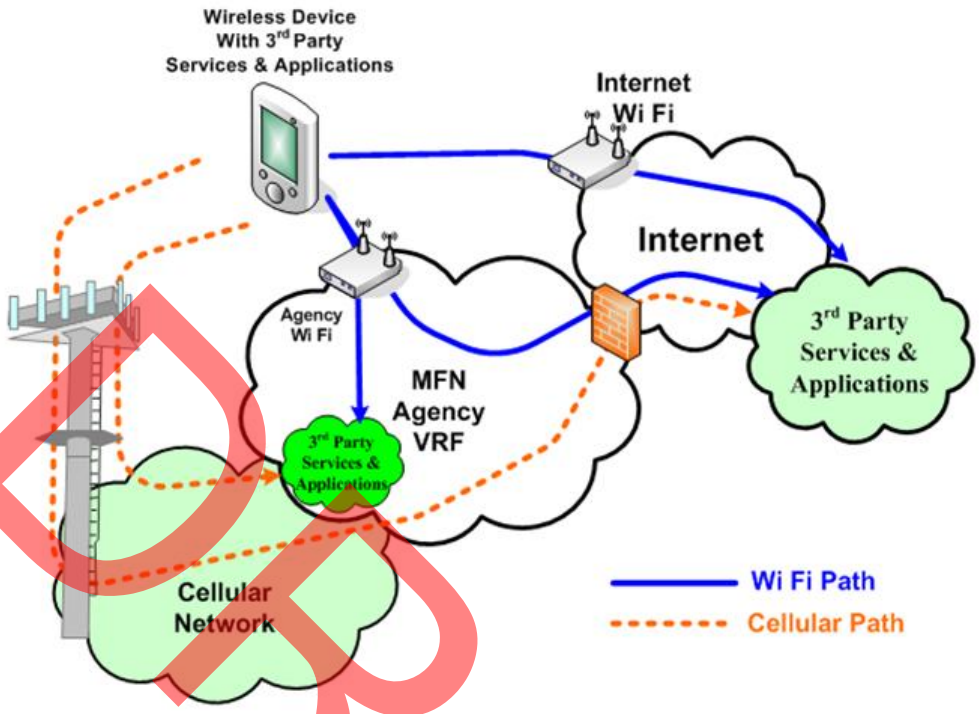

The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

Sprint shall not intentionally degrade network performance affecting applications not purchased from Sprint.

1.22 Priority Connect Services

The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network. At this time, Sprint Wireless

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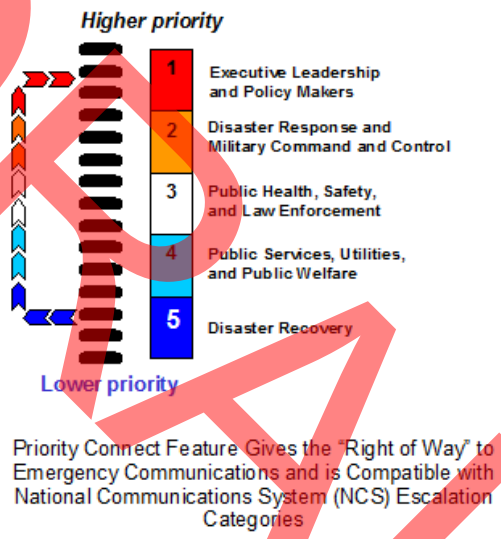
supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

To take advantage of WPS on the Service Provider Wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the NCS to receive this service, by visiting the NCS' website at http://wps.ncs.gov/ . Once NCS confirms eligibility, the NCS will then notify the Service Provider that the official request has been approved for WPS and that the service can be added to the user's account. Users may also contact the DMS Product Manager, the Service Provider's Account Manager or the WPS Activation and Support department at 877-262-2950 for further information. Additional information regarding the WPS program can be obtained by visiting http://wps.ncs.gov.



Only individuals in NS/EP positions are authorized to use of WPS. Five categories have been established in order to identify critical NS/EP leadership functions and determine eligibility. The NCS will be the decision maker on those subscribers that are and are not eligible for WPS service.

a. Executive Leadership and Policy Makers
b. Disaster Response/Military Command and Control
c. Public Health, Safety and Law Enforcement Command
d. Public Services/Utilities and Public Welfare
e. Disaster Recovery

WPS is invoked by dialing *272 prior to the destination number:

- WPS is an enhancement to basic cellular service that allows NS/EP calls to queue for the next available service channel
- IOC provides queuing on the origination of the cellular call
- FOC will provide handling from origination, through the network, to the called destination

Customers must have leadership roles in NS/EP to use WPS. Key requirements are as follows:

- Customer must be a Sprint subscriber

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- Customer must request WPS service at http://wps.ncs.gov/ or call 1-866-NCS-CALL to apply
- NCS will inform Sprint of those subscribers approved for WPS and at what Priority Level
- Sprint cannot add, delete or modify a WPS subscription without NCS consent

Emergency Group Connect

Emergency Group Connect, also known as "ruthless preemption," provides network resources to specific subscribers during times of congestion. When Emergency Group Connect is initiated, all other Direct Connect calls occupying the channel are preempted to allow for the call to be completed. The emergency calls are initiated from handsets equipped with an emergency button. The emergency transmission is prioritized to a priority level of 0 and sent over the active channel, preempting all other calls that would have otherwise prevented its transmission. All active members of the user's talkgroup (including the dispatcher) immediately switch into a special emergency talkgroup and the Emergency Group Connect session begins. Emergency Group Connect is available on all iDEN handsets; however, the i325IS is the only handset that can initiate the call.

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency applicable to this contract. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS and the end-user a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

Exemption: *The Sprint solution to this requirement only supports selected smartphones and requires an appliance to be loaded. The solution* ***does not*** *support aircards or non-smartphone type devices.*

Sprint shall provide a Data Monitoring Tool Suite that is very configurable that shall be made available to DMS NOC and end customer staff. With these tools, the State of Florida shall have the ability to monitor all smartphones on the account and to easily restrict end customer access.

The tool provides the required management functionality for smartphone data and the following other aspects of wireless use management.

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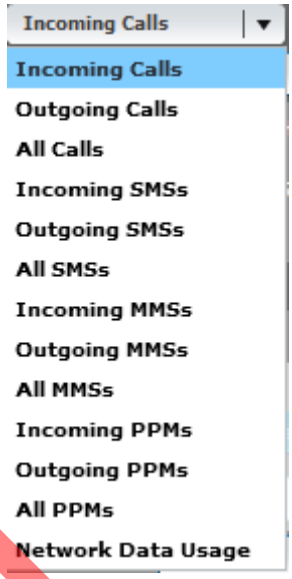

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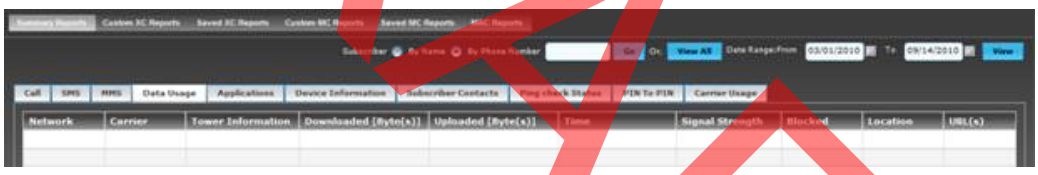
GUI Based Monitoring Tool

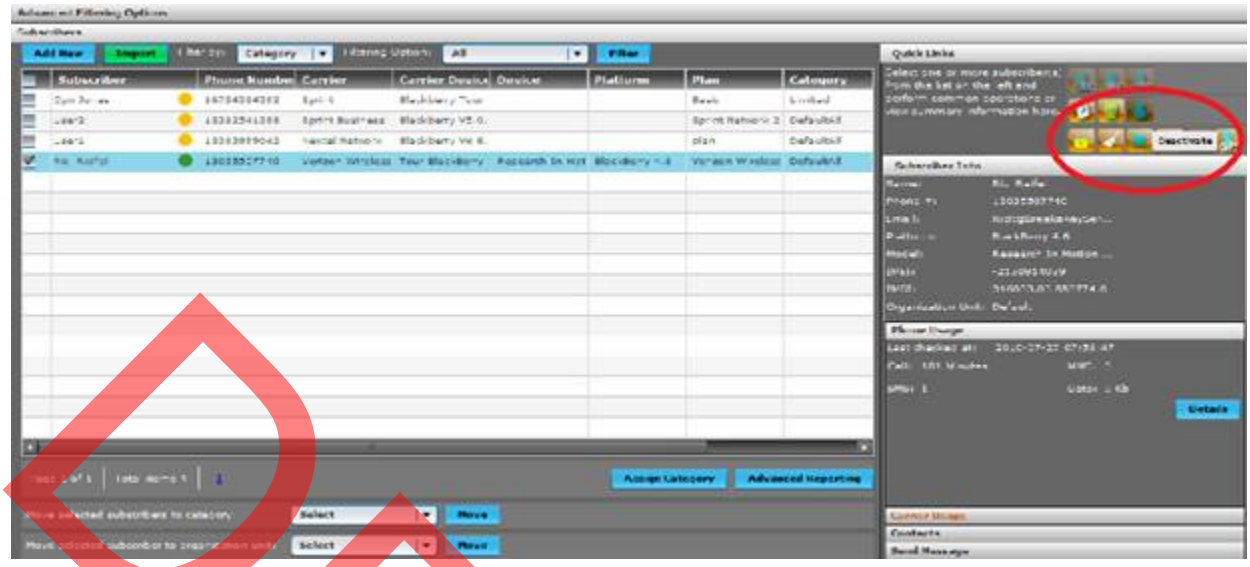
The tool provides the following GUI based Smartphone Data Monitoring tools and related functionality.



Smartphone Data use is recorded along with the following information:

- Network
- Carrier
- Tower
- KB Downloaded
- KB Uploaded
- Time
- Signal Strength
- Blocked Y/N
- Location
- Any associated URL
- The flowing are specific requirements in the stated section and our response:
- End-user GUI tools which support administrative management of user accounts (e.g. activate or deactivate device)

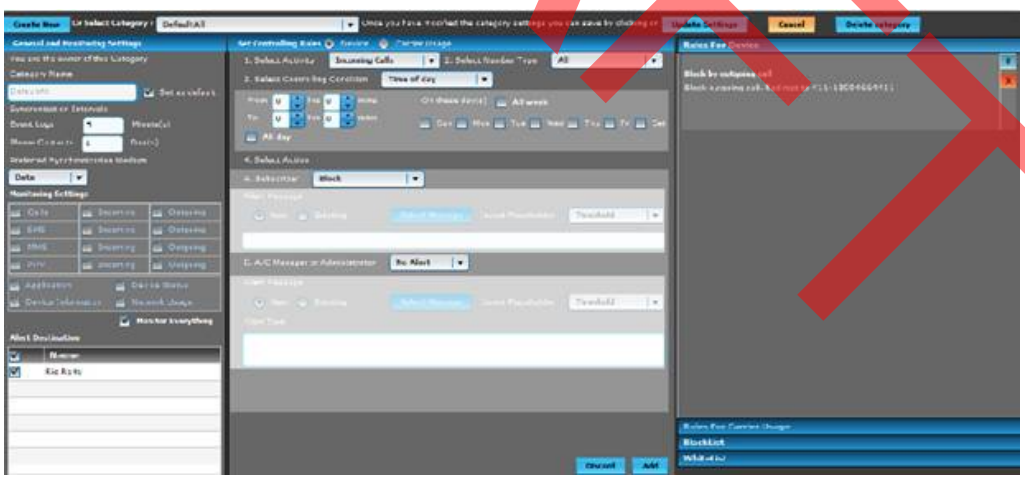
The tool provides a GUI based set of tools for administering the management of lines. In addition to being able to DEACTIVATE a Smartphone device, you can control many aspects of how Smartphone devices are used. At a minimum a user has the ability to Deactivate, Lock, Wipe, Kill and track a Smartphone device.



Additionally, a user has the ability to control many of the aspect of how Smartphone devices are used. Profiles can be established that provide the following controls at a minimum:

- Limit the amount of data use before a Smartphone device ceases working
- Restrict Smartphone International Use
- Send out alerts based on amount of Smartphone data used, sites visited etc.
- Block access to certain sites or restrict who a user can exchange data with

All profiles can be adjusted by different parameters, for example time of day. The State of Florida has the ability to restrict a Smartphone user from visiting facebook during business hours if so desired, but allow such access after a set time, for example 6pm.



The tools have the ability to provide GUI based tools to monitor Smartphone use on a per line bases. Monitoring can be set for Incoming and Outgoing Calls, SMS, MMS and PIN to PIN Messaging (PPM). Additionally the tools can monitor Applications Device Information (SIM ID, ESN Etc.), Status (On, Off etc.) and Smartphone Network Usage.

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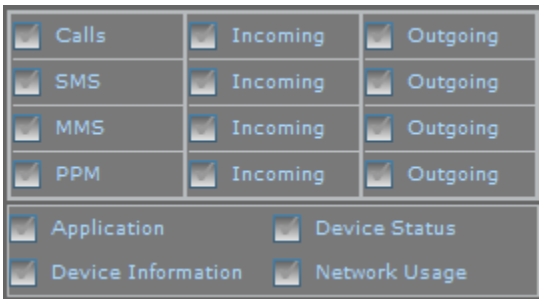
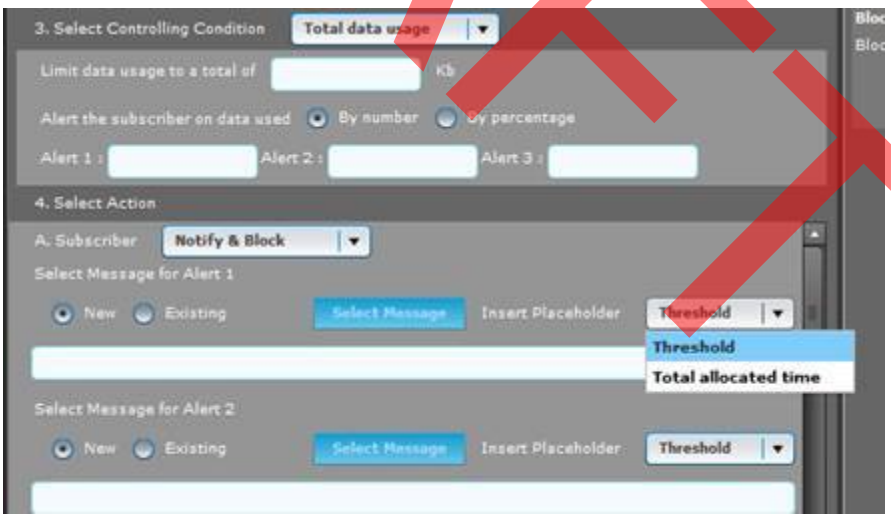


Smartphone user activity can be tracked if any of the above monitoring options are selected. Additionally, if GPS is enabled, a location can also be provided for specific calls, messages or data use. The typical SLA items that can be tracked are coverage.

Monitor malicious activity;
All Smartphone calls, messages and data use are logged. Malicious activity can be tracked and quickly identified. Once messages are in the system, we provide key word filtering for malicious activity identification and tracking.

Customer defined event notification, and excessive usage notification alarming as defined by the customer;
An example GUI interface is provided below. The system provides a very robust facility for defining events for notification. Minimally, Smartphone users can set notification for the following:

- Specific data use
- Non use
- Hits on specified URL's
- Messages sent to specific numbers
- International or other location based alerts



The GUI tool can be integrated into the DMS portal, the method of integration will depend on the technology deployed. At a minimum a link, tab or other input can be associated. Single sign on is also desirable.

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Sprint is proposing a Smartphone Data Monitoring Tool Suite that is VERY configurable and can be made available to DMS NOC and end customer staff .The users can access the information thru a link thru Oasis in the mobility section. They will be able to see a dashboard of items as it relates to the monitoring of the Smartphone device, it does not work on non-smart phones. With these tools in place, the State of Florida will have the ability to monitor all smartphones

Note: Embedded devices will depend on whether the application can be loaded on the device and has the capability for interaction monitoring. Aircards only if they are in a laptop and the application actually loads on the laptop, not the Aircard.

1.25 Voice Monitoring Tool Suite

The Service Provider shall provide a web-based tool capable of monitoring Smartphone voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all Smartphone user account while limiting the end customer to their particular users.

Exemption: *The Sprint solution to this requirement only supports selected smartphones and requires an appliance to be loaded. The solution* ***does not*** *support non-smartphone type devices.*

The monitoring tools provide a web interface giving the State of Florida the ability to monitor smartphone voice account information including usage minutes. At the account level, many aspects of the Smartphone wireless use are tracked. At a high level the following common items are available:

- Total Voice Minutes
- Peak Minutes
- Off Peak Minutes
- Peak Mobile To Mobile Minutes
- Available minutes
- Minutes over/under plan allowance
- Radio Minutes
- Incoming Minutes

All of the above are tracked at the line level and are available for reporting at the line, account or another grouping level.

Records 1 - 76 of 76

Company	Division	Dept	Device	Employee	Carrier	Total $	Data KB	SMS	Radio Mins	Peak Mins	Off Pk Mins	Pk M2M Mins	Avail Mins	Tot Mins	Ovr/Und
301	100	1000	714-555-1118	Adams, Abigail	Sprint	$33.37	0	0	14	85	29	25	54	114	60
101	100	5000	253-555-1078	Adams, John	ATT	$92.30	5152	52	0	382	49	117	616	431	-185
601	200	2000	661-555-1115	Agnew, Spiro	USCellular	$76.04			0	829	330	245	1266	1159	-107
101	400	1000	603-555-0097	Arthur, Chester	ATT	$379.44	17371	15	0	2686	516	0	3202	3202	0
101	100	1000	310-555-1082	Barkley, Albin	ATT	$180.38	3403	1	0	2722	112	0	2834	2834	0
201	400	8000	6195551113	Buchanan, James	Verizon	$47.41	1304	0	0	0	0	0	0	0	0
301	500	1000	515-555-4829	Burr, Aaron	Sprint	$210.51	0	0	0	0	0	0	0	0	0
201	300	5000	224-555-1076	Calhoun, John C	Verizon	$145.52	0	14	0	1647	72	0	0	1719	1719
101	200	5000	9125554997	Clay, Henry	ATT	$198.27	507505	0	0	0	0	0	0	0	0
301	700	3000	408-555-1088	Cleveland, Francis	Sprint	$66.79	3179	1	132	168	143	28	171	311	140
301	600	1000	909-555-1135	Clinton, George	Sprint	$141.97	2181	49	0	2832	283	0	3115	3115	0
101	600	5000	912-555-5538	Colfax, Schuyler	ATT	$107.88	30162	798	0	1598	424	888	1338	2022	684
101	200	2000	5085551097	Coolidge, Anna	ATT	$120.48	430147	0	0	0	0	0	0	0	0
201	100	3000	9765567558	Coolidge, Calvin	Verizon	$46.27	85	0	0	0	0	0	0	0	0
			76			$10963	6219194	6927	148	60651	11281	10865	64180	71932	7752

All Smartphone calls are tracked and recorded as they happen. Additionally all calls recorded by the carrier are tracked for comparison purposes.

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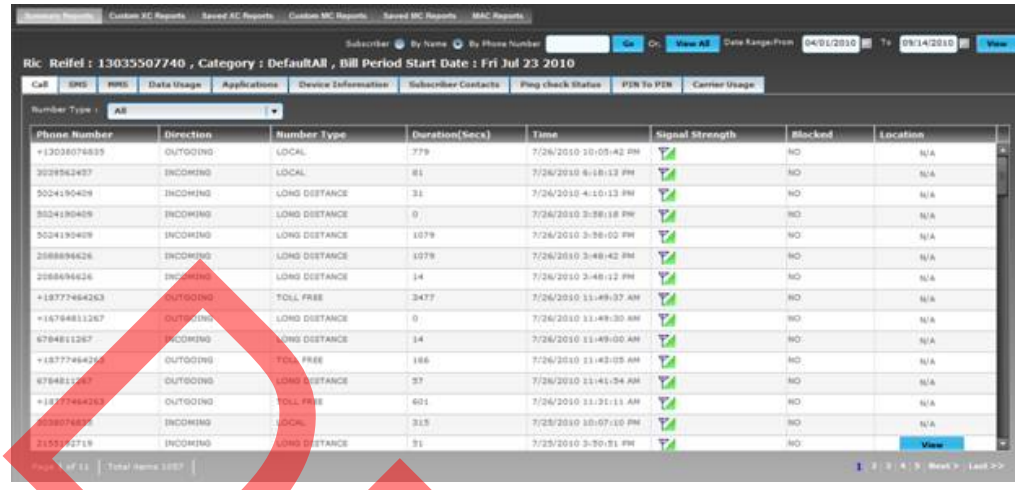
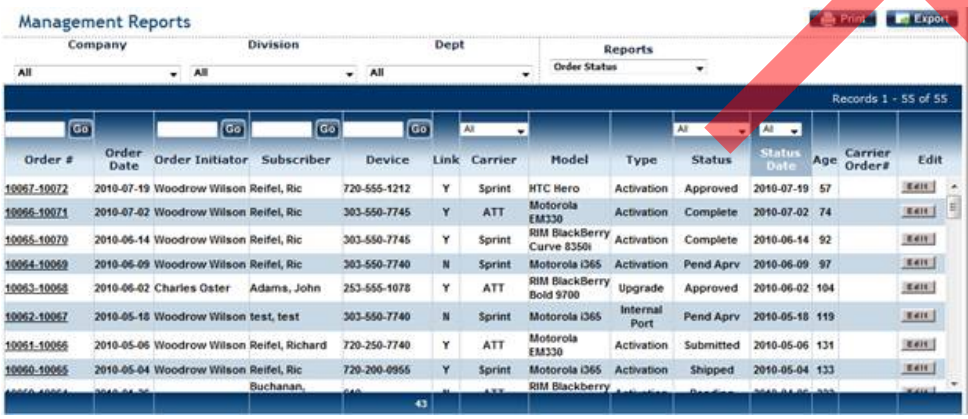
Real Time View:



Carrier Data View:

The system tracks all new Smartphone Activations and Deactivations processed in our ordering tool.



The system also provides a tracking mechanism for the STATUS of all lines, including ACTIVE, TERMINATED, LOST, SPARE, STOLEN, etc. Additional Status's can be added by the client.

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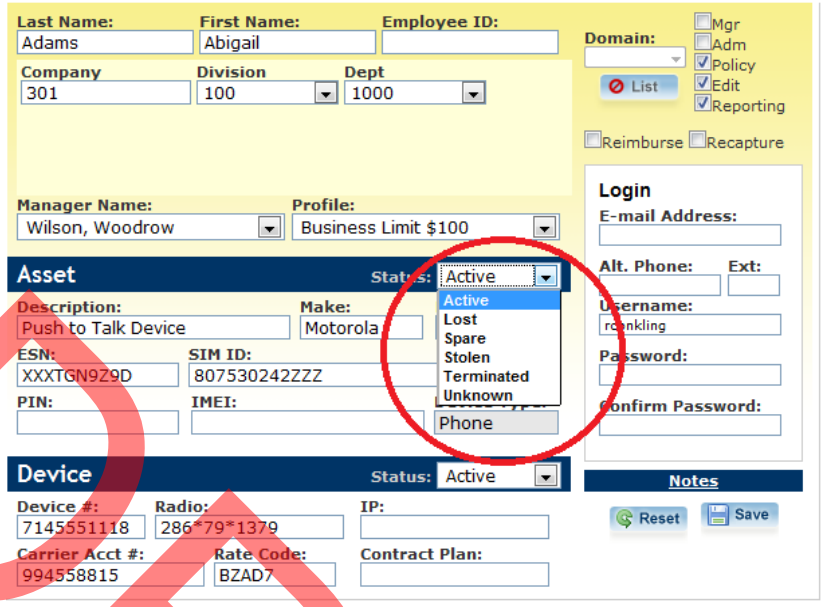
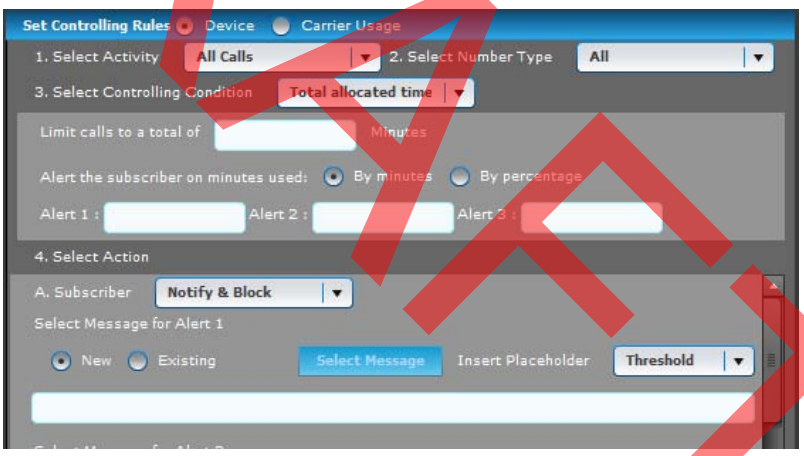


Reports and alerts can be set for real time use or historical. For real time alerts, thresholds would be set by line or group of lines, and alerts would be triggered based on exceeding the threshold. As is shown here, the total allocated time threshold can result in one or several alerts.



The Sprint Accounts Portal is an interactive website that provides access for key DMS personnel to wireless network performance information. Network health information will be available such as:

- **Reporting on the health and welfare of the network:** Users can view a national map depicting blocked call rates, dropped call rates, call success rates and the number of call attempts by city or by tower.
- **Application Status:** Shows status of specific applications over 8-hour time-frames. Color-coding indicates health of specific wireless applications.
- Service Alerts: Displays a list of major service alerts, both current and over the past 24 hours.
- **Real-time outage status:** Provides text message notification of network problems or service outages.

DRAFT

- **Scheduled maintenance events:** Provides a high-level description of scheduled hardware/software maintenance events and upgrades that are customer impacting.
- **Monitoring of specific sites:** Users can enter a list of cell sites of interest, enabling quick access to specific information.

The Accounts Portal shall provide the State the Florida with the most accurate, up-to-date network performance tools.

The tool suite shall be integrated (or at minimum a link) into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all Smartphone user accounts while limiting the end customer to their particular users.

1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.
- **Premium Type Device:** a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,

DRAFT

m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

Some Sprint brands can be provisioned to disable voice and function as a Text Messaging Device only.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The Helpdesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, The Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be The Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution,

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resolution date and time or provide a target date for resolution and other information as requested by the Department. After The Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.
The Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

Sprint shall work with the State through the implementation process to develop a ticket reporting tool. Sprint will provide Helpdesk to Helpdesk support. Sprint will provide an interface to access the ticket data.

1.30 Network Trouble Reporting.

Upon notification of network trouble FROM THE STATE OF FLORIDA, the Service Provider shall respond to the trouble reports within four (4) hours of notification. A verbal report of trouble clearance shall be furnished to the Department within one (1) hour of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall provide notification to the Department immediately (within One (1) hour) after the occurrence when it will affect wireless services potentially or imminently.

1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department.
The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

DRAFT

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

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

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

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

1.36 Planned outages

Sprint shall provide DMS with an outage broadcast notification and up to 100 DMS selected customers per Sprint's SLAs in Exhibit 5.

Customer notification is sent via the Enterprise Notification System (ENS) for planned and unplanned downtime on the Sprint Network. To receive notifications, Customer must be subscribed to the Customer Notification Service. End-users shall enroll for the Customer Notification Service via the Service Provider's online notification service for no additional cost. Customer Notification Service supports all wireless voice and data products, and IP Products (dedicated IP, MPLS, SprintLink Frame).

DRAFT

For IP services, the Service Provider schedules maintenance identified as "customer impacting" on Monday between 1 A.M. and 5 A.M. local time for U.S. customers and on Saturday between 12 a.m. and 6 a.m. for international customers. Wireless and Wireline maintenance takes place 11 p.m. – 6 A.M. Sunday through Thursday. Customer impacting from 1 a.m. to 5 a.m**.** Maintenance activities not expected to affect State of Florida are scheduled between 11 p.m.-6 a.m. local time. For, IP based services including MPLS the standard maintenance window is Monday between 12 a.m. – 6 a.m. and 12 a.m. – 6 a.m. on Sunday for International locations.

Customer impacting activities are changes that cause:

- Degradation to voice services
- Degradation to provisioning
- Degradation to data services

Planned Downtime Customer Notification**

The Service Provider notifies End-users at least 14 days before any scheduled wireless and Wireline network maintenance that could affect State of Florida service.

Occasionally, it is necessary to perform demand or emergency maintenance to prevent an outage condition. The Service Provider performs demand maintenance during the next available scheduled maintenance window and emergency maintenance is performed immediately.

1.37 Unforeseen Outages

Within four (4) hours of Sprint realizing a customer-impacting outage, Sprint shall send a notification up to 100 DMS and up to one hundred (100) selected customers communicating the wireless or wireline services may not be available with an estimated time for service restoration. From a cellular tower standpoint, it is understood users located in the affected area may not receive the broadcast messages. This message includes event type, start and end dates and times, areas and platforms affected, and customer impact.

1.38 Hardware Shipment

From the Service Provider receipt date of the complete OaSIS electronic service account order, the Service Provider shall **MAKE COMMERCIAL REASONABLE EFFORT TO** ship the ordered hardware to the delivery address within seventy-two (72) hours excluding state holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.39 Existing Wireless Data Customer Migration

Once the Service Provider receives the complete OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified herein within one hundred twenty (120) days. In cases where continued issues arise Sprint will notify State of the problem.

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EXHIBIT 2 – BUSINESS PROCESS AND OPERATION

DRAFT

Exhibit 2.0 Sprint MCS Business Processes and Operations

Table of Contents

2.01 Business Model General Description 3
2.02 Implementation Timeline 3
2.03 SUNCOM Client Experience 3
2.03.1 OaSIS Website 4
2.04 Business Process Technology and Core Data 4
2.04.1 OaSIS Managed Sessions 4
2.04.2 Data and Relationships 5
2.05 Business Process Flow and Service Provider Duties 5
2.05.1 Transition Period 7
2.05.2 Steady State Business Process 12
2.06 Sprint Wireless Services Product Annex 18
2.06.1 Usage Charges 18
2.06.2 Long Distance/Special Services 18
2.06.3 Mobile Termination Charges 19
2.06.4 Wireless Metering of Data Usage 19
2.06.5 Credits for Redialed Calls 19
2.06.6 Customer Affiliates 20
2.06.7 Provisioning and Returns 20
2.06.8 Insurance 20
2.06.9 Resale 21
2.06.10 Equipment and Software 21
2.06.11 Annex Definitions 22
2.07 Enduser Identification 22

DRAFT

2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders are passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Figure 2:1 is the timeline identifying milestones to be achieved by both DMS and the Service Provider to implement the agreed B2B model.

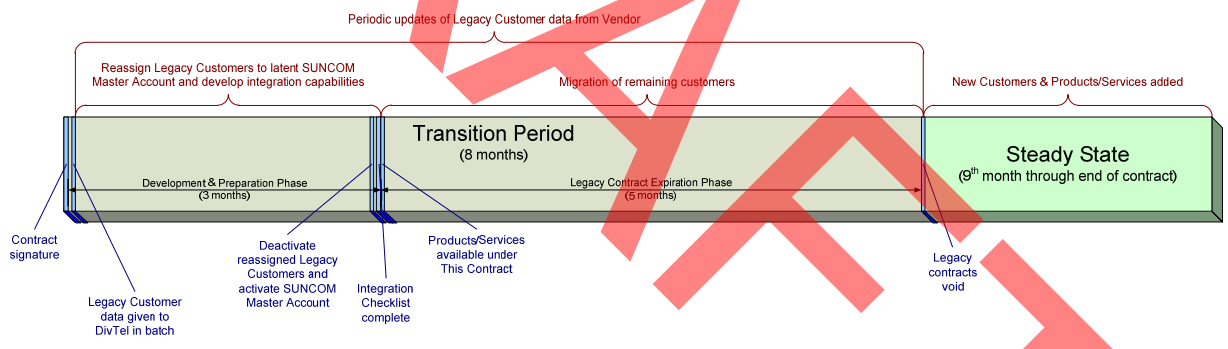

Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable prototype integration modules.

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service Provider and approved by DMS.

DRAFT

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM.

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic file of all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services.

The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS.

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

When a SUNCOM Enduser selects a Closed User Group under Profile 1 (as referenced in Exhibit 1), OaSIS shall present the following disclaimer for the SUNCOM Enduser to agree as part of the work order submission:

> AAA AUTHENTICATION RELEASE: As addressed and defined in the Service Operational Guide, the Service Provider may provide SUNCOM Endusers with Closed User Group services ("AAA Services"). As the Service Provider provides AAA Services and generates credentials for an Enduser Device, the SUNCOM Enduser will not hold the Service Provider responsible for any delays or errors that could arise in retrieving information from the Enduser. "Information" the Radius AAA username/password as well as the State of Florida assigned IP address. The SUNCOM Enduser will further release the Service Provider and DMS from any and all third-party claims, losses, expenses, demands, actions or causes of action arising out of a delay or error in information for the AAA Services.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

DMS shall transmit work orders to the Service Provider using APIs when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the APIs to electronically transmit work orders to the Service Provider.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through APIs for work order fulfillment.

Service Provider shall manually complete work orders in OaSIS if automated routines are not available from the Service Provider based on the type of work order generated by the SUNCOM Enduser.

2.04 Business Process Technology and Core Data

2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

Managing SUNCOM Endusers' ordering permissions in OaSIS is solely the responsibility of DMS.

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2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

The conceptual data diagram in **Error! Reference source not found.** below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

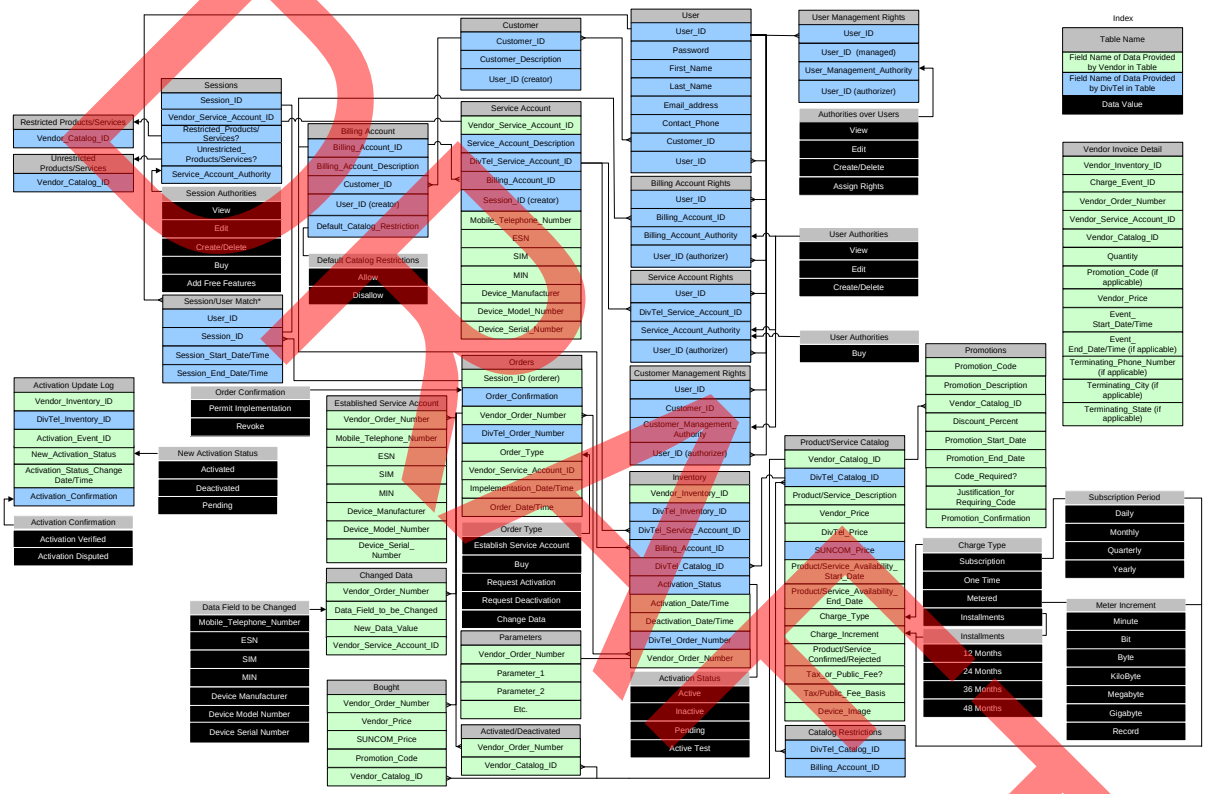

Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

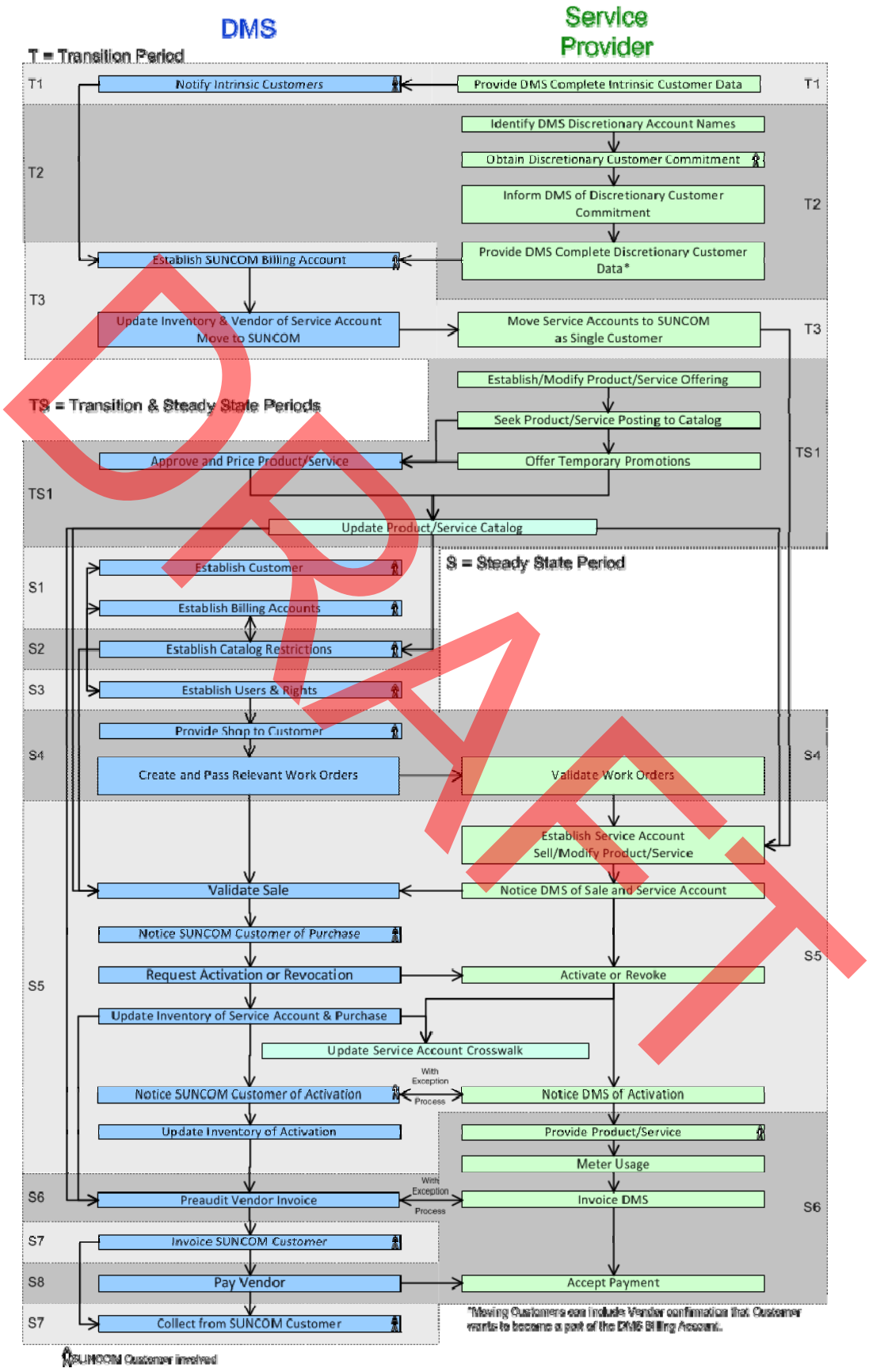
DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T2
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
Inform DMS of Discretionary Customer Commitment
Provide DMS Complete Discretionary Customer Data*
T3
Establish SUNCOM Billing Account
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
TS = Transition & Steady State Periods
Establish/Modify Product/Service Offering
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
S4
Provide Shop to Customer
Create and Pass Relevant Work Orders
Validate Work Orders
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
Invoice DMS
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Account.
SUNCOM Customer involved

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Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Transition Period shall begin at Contract execution and be completed within eight months. At the sole discretion of DMS, the Transition Period may be extended. Both parties shall agree to reduce the timeframe.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves under pre-existing State of Florida contract terms between the Service Provider and the customer, unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of preexisting State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing, unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.07 Enduser Identification.

The Service Provider shall deliver Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers within two weeks

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of Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.07 Enduser Identification.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

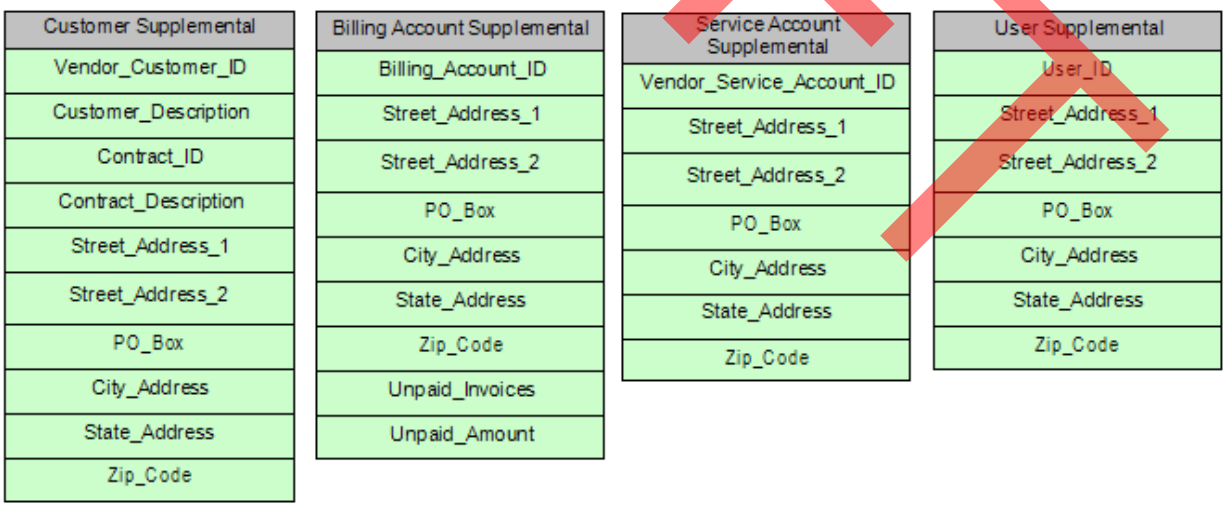
DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.07 Enduser Identification.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall also provide the supplemental data for the SUNCOM Enduser shown in Figure 2:4 below.

Intrinsic Customer Supplemental Data



Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

DRAFT

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide Account Name information for discretionary SUNCOM Eligible Endusers as defined in Section 2.07: Enduser Identification.

The Service Provider shall contact these SUNCOM Eligible Endusers to notify them of the Contract and Products/Services available therein. Upon confirmation to the Service Provider from the SUNCOM Eligible Enduser to move their service to SUNCOM, the Service Provider shall send the detail account information and supplemental data equivalent to the Intrinsic Enduser process referenced above. The SUNCOM Enduser will then have the ability through OaSIS to associate their service to a SUNCOM account.

The Service Provider shall update DMS on its status to notify these SUNCOM Eligible Endusers.

DMS shall notify the Service Provider via electronic file of Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Unless DMS names exceptions, during the Transition Period, the Service Provider shall move all Service Accounts held by all Intrinsic Endusers and all consenting Discretionary Endusers to a latent DMS Billing Account (i.e. mark them for later consolidation under the DMS Billing Account). The Service Provider shall provide a list of all Service Accounts to be added to the DMS Billing Account.

On the last day of the Development and Preparation Phase, the Service Provider shall activate the DMS Billing Account with all applicable Service Accounts moved to it, at the request of DMS. All Intrinsic Endusers (unless named by DMS as exceptions) and many consenting Discretionary Endusers will be included in this transition. At this time there shall no longer be an association in the Service Provider's system between these Legacy SUNCOM Endusers and these Service Accounts for billing purposes. Rather, these Service Accounts shall then be included in the DMS Billing Account and DMS shall be the Service Provider's single customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see 2.05.1.2 "Legacy Contract Expiration Phase").

Once transferred and the end of the current billing cycle transpired, Legacy SUNCOM Endusers shall no longer receive an invoice directly from the Service Provider. New prices, terms and conditions shall now apply to the Service Accounts. DMS and the Service Provider will attempt this transition to correspond to the Service Provider's billing cycle. If the timing of the transition does not coincide with the Service Provider's billing cycle, all charges, to DMS and the Legacy SUNCOM Enduser, shall be prorated to account for partial billing periods of service. All payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the DMS Billing Account will continue to be

DRAFT

the obligation of the SUNCOM Enduser to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt.

DMS and the Service Provider shall exchange and audit the lists to verify and reconcile which Service Accounts will become active under the DMS Billing Account.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

The Service Provider shall first obtain approval from DMS to make any Product/Service available to any SUNCOM Enduser. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to the Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider shall provide this data to DMS via electronic message, pseudo file, or ASCII delimited file, so that the relationships between Products, Services and features can be extrapolated through automated routines.

DMS shall advise the Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed or represented to the SUNCOM Enduser by the Service Provider.

The approved Product/Service data provided by the Service Provider, along with the SUNCOM prices, shall be included in the SUNCOM Catalog as a basis for ordering, inventory, auditing, and billing. All approved and declined requests shall be maintained for a period of one year.

No Product/Service elements from the Service Provider shall be made available under this Contract without prior DMS approval, as set forth above. Products (devices) no longer sold by the Service Provider shall be archived due to inclusion in inventory. Products (devices) currently not available due to a lack of available inventory shall remain in the Product Catalog with an inventory level of zero.

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained in the Products/Services Catalog. To obtain Promotion approval and establish the appropriate SUNCOM pricing, the Service Provider shall exchange the Product/Service data necessary to identify the promotion and the basis for calculating any savings from the promotion prior to the availability of the Promotion. Only the resulting SUNCOM established price for the Product/Service Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS shall not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers. There shall be no restrictions or conditions other than the requirement that it applies to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. Promotion Codes (if required by the Service Provider) requested at order placement as a prerequisite to obtaining the benefits of a Promotion shall include written justification in the electronic file submitted.

DRAFT

4. At the sole discretion of DMS, Promotions may be publicized in any way it chooses.

5. Promotions shall never have the effect of increasing a Product/Service price.

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. The standard electronic file process whereby the Service Provider submits requests for Product/Service Catalog inclusion shall contain a description field and clearly identify the tax or public fee. The Catalog item shall be tagged as a tax/fee and the Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. The Service Provider's rates and charges for Products and Services shall not include taxes. DMS shall pay any and all taxes for which it does not have an exemption.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.07 "Enduser Identification".

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

DRAFT

c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

DRAFT

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share Enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

    a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

    a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

    b. The system default restriction option shall be set to “Allow”.

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

    a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Provider for product support.

2. Service Provider Staff Authorities in OaSIS

    a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider’s products and drafting orders to the Service Provider.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog

DRAFT

submitted by the Service Provider. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

    a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

2. Validate Sale: S5

    a. The Service Provider shall submit status updates and completion information per work order for DMS to validate the status and completion of the work order.

    b. If the order is declined, the Service Provider shall terminate the work order and archive the order request for review.

    c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

    d. The Service Provider and DMS shall work together to resolve any confusion about a work order and document the result.

        i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

    a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate work orders from OaSIS that are then electronically forwarded to the Service Provider for completion. These changes may impact billable options on the Service Account. A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

4. Changing Data: S5

    a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as a work order using OaSIS.

5. Retail Store Device Replacements

    a. SUNCOM Endusers will enter orders for replacements using OaSIS. The Service Provider shall receive the order from OaSIS and coordinate with the SUNCOM Enduser where to pick up replacement devices. The Service Provider retail store shall provide the ESN and other necessary information to the appropriate Service Provider contact that will then update OaSIS with the completion information.

DRAFT

b. If the Service Provider is unable to facilitate this process, then no actions pertaining to the DMS Billing Account shall be implemented in retail store locations.

6. Activation Status: S5

a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to work order placement and completion.

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in Inventory shall be kept current using updates provided by the Service Provider's electronic work order processing system.

The Service Provider shall perform inventory updates and electronically transmit all changes to DMS. Verification of inventory data shall be handled weekly at a minimum and be the responsibility of both Parties.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a "hand bill" that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the "hand bill".

b. Monthly invoice data shall be delivered to DMS at no additional cost.

c. The Service Provider shall identify credits at the Service Account level on the monthly invoice.

d. The Service Provider shall provide FRN and description on E-Rate credits in the monthly invoice.

e. Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), the Service Provider may invoice DMS for usage that occurred during a prior invoicing cycle, if not previously invoiced to DMS. When the Service Provider invoices for usage incurred during a prior invoicing cycle, those minutes shall count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate shall be itemized. Service Provider may bill DMS on behalf of third party providers of applications that DMS accesses through wireless Products. DMS is responsible for all charges for wireless Products and Services associated with each Service Account (or Corporate-Liable Active Unit) as long as all services and products are ordered via OaSIS.

f. For single payments to be applied across multiple account numbers, DMS shall identify with its payment the specific amounts paid for each account number.

DRAFT

g. SUNCOM Enduser changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For SUNCOM Enduser initiated Wireless Service cancellations, the Service Provider shall bill DMS for the entire month in which Wireless Service was cancelled. When a SUNCOM Enduser changes Business Plans during a bill cycle, minutes and megabytes shall be charged under the Business Plan in effect at the time the usage was incurred.

i. E-Rate Invoicing

1. Service Provider shall generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Endusers and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

2. Credits issued shall be detailed in the electronic bill data and identify the following:

   a. The item for which the credit is being applied;

   b. The type of credit being issued (SLA, adjustment, E-Rate, etc.); and,

   c. A description related to the credit type identified (such as which SLA, why an adjustment is given, FRN, etc.)

3. For SUNCOM Endusers who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Endusers"), the Parties agree as follows:

   a. DMS will notify all SUNCOM E-Rate Endusers of their obligation to submit the proper forms, consistent with the Funding Request Numbers (FRN) utilized by the E-Rate program.

   b. DMS will inform all SUNCOM E-Rate Endusers of their obligation to complete all documentation required by the Service Provider which is necessary for the Service Provider to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Enduser's Billed Entity Account Reimbursement (BEAR) payments.

   c. The Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Enduser, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Enduser, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Enduser's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Endusers who choose BEAR billing, the Respondent will bill the full amount for the services, in accordance with E-Rate rules.

DRAFT

d. For SPI billing, the Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

2. Electronic Substantiating Detail

a. The monthly detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

a. Invoicing detail for Geotracking Services shall be delivered daily and provided to SUNCOM Endusers; therefore it shall not necessitate a monthly Charge Event. The service (delivery of Geotracking data) and the detail required to substantiate the monthly invoice are synonymous.

5. SUNCOM Invoicing: S7

a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services

DRAFT

rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 Sprint Wireless Services Product Annex

Except where noted in this Wireless Services Product Annex ("Annex") or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Nationwide Sprint Network, the Sprint 3G Network, the Nextel National Network, and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

Sprint reserves the sole right to determine if any of its services provided herein can no longer be supported due to obsolescence. If that shall occur, Sprint shall notify DMS in writing of plans to withdraw the service at least six (6) months prior to the proposed date of the withdrawal. At that time Sprint shall provide the DMS a plan to ensure service continuity.

2.06.1 Usage Charges

1. Metering of Voice Usage

   a. For each successful call, Department will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., anytime minutes versus nights and weekends), minutes are deducted or charged based on the call start time. Service Provider may impose on Department charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary and may be viewed at the following URL: http://shop2.sprint.com/en/services/worldwide/ratesfromus.shtml.

2. Nextel Direct Connect Transmissions

   a. Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.

   b. For Nextel Products, Direct Connect, International Direct Connect, Group Connect Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in End User's Business Plan and will also incur separate surcharges if the add-on is not included in End User's Business Plan. End User will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

3. Nextel Direct Connect Call Alert Transmissions

   a. Service Provider does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

2.06.2 Long Distance/Special Services

Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance.

DRAFT

Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

2.06.3 Mobile Termination Charges

Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

2.06.4 Wireless Metering of Data Usage

1. Metering of Data Usage

    a. Department's invoice will not separately identify the number of kilobytes attributable to End User's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use anytime minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.

    b. The Smart CD+ contains all the usage records for cellular, text, Direct Connect and data usage. Between Data Direct and Smart CD+ all required data is available.

2. Text and Numeric Messaging

    a. Unless End User has purchased a quantity of messages at a fixed monthly recurring charge, Service Provider will charge the Department on a per message basis for text and numeric messaging. Service Provider will charge the Department the per message rate for each message that exceeds End User's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.

3. Premium Services Charges

    a. Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if End User's Business Plan includes unlimited megabytes of data, Department must still pay all charges associated with access or use of Premium Services. End User may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

        i. Nextel Direct Connect Call Alert Transmissions. Service Provider does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

2.06.5 Credits for Redialed Calls

DRAFT

Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

2.06.6 Customer Affiliates

If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise

2.06.7 Provisioning and Returns

1. Nonconforming Products

    a. End User must request a RMA kit to return visibly damaged or defective wireless Products within 30 days of receipt or End User will be deemed to have accepted the Products. End User should return the device within 10 days from that. End User may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

2. Returns

    a. New and undamaged wireless Products may be returned to Sprint at End User's expense within 30 days after the date the Product is activated or, if the Product has not been activated, within 30 days after the date the Product is purchased. End User is allowed one discretionary exchange or return for each new Product purchased; provided that End User may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, End User must: (A) contact its Sprint Account Representative or call Sprint Sales Support for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by End User's Sprint Account Representative or Sprint Sales Support; and (C) if End User wishes to discontinue Service for the Product, request that Sprint deactivate Service. Following notification, Sprint may change the return policy. Upon Sprint's receipt of the returned wireless Product, Sprint will credit End User's account for a full refund of the original Product purchase price and activation fee. For returns of wireless Products that are upgrades of an existing End User Line, End User will be responsible for all actual usage charges (including any related taxes, fees and surcharges) and Sprint may charge a $35 restocking fee unless otherwise prohibited. For returns of wireless Products that are activated as new End User's Lines, End User will be responsible for the following usage charges and any related taxes, fees and surcharges: (A) per minute/text/kilobyte usage charges (1) not included in End User's voice or data plan, or (2) incurred after End User exceeds End User's Anytime Minute, text or data allowance; (B) premium content such as digital downloads, songs, games, applications, etc; (C) 3rd party billing; and (D) international charges.

2.06.8 Insurance

End User's may purchase insurance to protect against loss, theft or damage involving End user's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim

DRAFT

deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If End User selects coverage, Sprint will charge End User a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on End User's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

1. Pay-Per-Call Services. Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.

2. International Call Blocking. Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.

3. Caller ID. Caller identification information may not be available for all incoming calls.

2.06.9 Resale

Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Sprint acknowledges that, under the terms of this agreement, the Department is a single aggregate purchaser on behalf of all of the entities that are eligible to use SUNCOM services under Florida Statutes and therefore, the Department is the single customer that is authorized to redistribute Sprint Products and Services to, and seek compensation from, those entities without violating this restriction on reselling or leasing Products and Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

2.06.10 Equipment and Software

1. Products. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

2. Equipment and Licensing. Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

3. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

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2.06.11 Annex Definitions

1. **"Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

2. **"Applications"** include email, and data, information and other wireless Internet services.

3. **"Business Plans"** means Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.

4. **"Corporate-Liable Active Unit"** or **"Customer Line"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.

5. **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.

6. "**Individual-Liable Active Unit**" or **"Employee Line"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

7. **"MRC"** means monthly recurring charge.

8. **"Nextel Device"** means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.

9. **"Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.

10. **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.

11. **"Sprint Device"** means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.

2.07 Enduser Identification

As result of negotiations with bidders for the State of Florida's new Mobile Communications Services Invitation to Negotiate (ITN #DMS-10/11-008), and new information provided during those negotiations, the State is issuing this clarification regarding the requirement that the prevailing vendor(s) provide data to the Department of Management Services (DMS) that would otherwise be protected under the provisions of the Federal Communications Commission (FCC) restrictions on Customer Proprietary Network Information (CPNI).

The table below effectively redefines "Intrinsic Customer" (as used in the ITN; those for whom "*detailed account data*" should be provided to DMS without any requirement for extra permission from users) to include all but the seven scenarios for "*Eligible Endusers*".

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Eligible Endusers	Current User of SUNCOM Billed by DivTel	Currently Using SUNCOM Contract Billed by Vendor	Current User of State Term Contract	Current User of Other Contract Under "Participating Addendum" to State Term Contract	All Other Contracts or Agreements
State Agencies	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Detailed account data
Legislative	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Judicial	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
State Universities	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Other Statutorily Established Political Subdivisions	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Cities and Counties	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Detailed account data	Detailed account data	Account Name only per customer Privacy Policy	Account Name only per customer Privacy Policy

The column of "*Eligible Endusers*" is defined in Part III of Section 282 F.S.

"D*etailed account data*" is defined by section 5.06.1, (2), (a) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is otherwise protected under CPNI restrictions.

"*Contact only data*" is defined in section 5.06.1, (2), (b) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is not protected under CPNI restrictions.

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Exhibit 32

Mobile Devices Agency Reporting

	A	B						C						D						E	F	G
		Fiscal Year 2007-08						*Fiscal Year 2008-09*						*Fiscal Year 2009-10*								
	Department	**FTE**	**Number of Blackberrys**	**Number of Cell Phones**	**Other (Aircards, Pagers Satellite Phones, VPN)**	**Total Devices**	**Total Annual Cost**	**FTE**	**Number of Blackberrys**	**Number of Cell Phones**	**Other (Aircards, Pagers Satellite Phones, VPN)**	**Total Devices**	**Total Annual Cost**	**FTE**	**Number of Blackberrys**	**Number of Cell Phones**	**Other (Aircards, Pagers Satellite Phones, VPN)**	**Total Devices**	**Total Annual Cost**	**% of FTE with Mobile Devices**	**Reported (Savings)Cost All Years**	**Comments**
1	Agency for Health Care Administration	1,708	162	386		548	195,371	1,686	162	386		548	145,377							33%	(49,994)	Did not report for FY 2009-10
2	Agency for Persons with Disabilities	3,703					216,517	3,541	95	442	150	687	275,338							19%	58,821	Agency did not track devices until 08-09 and only reported annual cost for 2007-08; did not report for FY 2009-10; the agency had a significant increase in wireless devices when they were tasked with appointing 125 other personnel staff to begin QSI (Questionnaire for Situational Information) field work that began January 1, 2008.
3	Agency for Workforce Innovation							1,378	99	60	11	170	63,580	1,518	81	48	11	140	55,155	9%	(8,425)	
4	Agriculture and Consumer Services							3,723	110	1,167	982	2,259	583,842	3,659	102	1,098	938	2,138	451,423	58%	(132,419)	
5	Business and Professional Regulation							1,590	175	668	131	974	364,541	1,581	170	591	131	892	353,451	56%	(11,090)	
6	Children & Family Services							13,168	2,184	2,957	642	5,783	1,739,559							44%	0	Agency only reported for 2008-09 and did not report savings.
7	Citrus							76	20	7		27	15,024	68	20	3		23	13,824	34%	(1,200)	
8	Community Affairs							351	38	7	6	51	27,600	346	34	7	3	44	18,930	13%	(8,670)	
9	Emergency Management							138	98	393	53	544	165,370	136	98	393	53	544	111,656	400%	(53,715)	304 devices not active - used by response and recovery team following a disaster - devices maintained at no cost - Ratio w/out the 304 devices is 178%
10	Corrections							28,864	68	7,010	578	7,656	842,208	30,522	76	6,285	574	6,935	670,968	23%	(171,240)	
11	Education							2,507	355	75	99	529	198,455	2,449	200	51	75	326	114,528	13%	(83,927)	
12	Board of Governors							53	20		3	23	10,500	53	9		3	12	6,100	23%	(4,400)	
13	Elder Affairs							418	29	207	53	289	53,471	427	29	207	53	289	53,471	68%	0	Agency only reported for 2008-09 - devices are currently in use
14	Environmental Protection							3,575	17	1,422	397	1,836	449,948	3,559	15	1,317	381	1,713	449,948	48%	(206,602)	206,602 saved from FY 06-07 to FY 08-09; did not report total estimated cost nor savings for 2009-10
15	Financial Services							2,851	257	528	357	1,142	557,088	2,794	141	472	317	930	346,879	33%	(210,209)	
16	Fish and Wildlife Conservation Commission							1,946	162	836	778	1,776	773,928	1,947	151	715	591	1,457	637,704	75%	(136,224)	
17	Governor's Office							327	99	3	13	115	61,854	325	68	4	15	87	43,737	27%	(18,117)	
18	Health	15,925	1,632	1,124	230	2,986	2,700,053	15,811	1,632	1,124	230	2,986	2,463,206							19%	(236,847)	Agency did not report for FY 2009-10
19	Highway Safety and Motor Vehicles							4,677	296	361	53	710	252,400	4,584	292	344	38	674	199,400	15%	(53,000)	
20	Justice Administration Commission																					No report received
21	Juvenile Justice							4,842	492	1,791		2,283	922,521	4,856	539	1,417		1,956	737,892	40%	(184,629)	
22	Law Enforcement							1,867	428	552	211	1,191	642,320	1,791	425	424	168	1,017	521,000	57%	(121,320)	
23	Legal Affair and Attorney General													1,338	88	226	83	397	122,614	30%	0	Eliminated 1 blackberry upon agency review
24	Lottery							438	52	223	4	279	92,636	438	53	237	14	304	92,500	69%	(136)	110 phones not used and not paid for unless activated - ratio w/out the 110 devices is 44%
25	Management Services							983	215	139	219	573	208,937	1,000	185	115	166	466	169,358	47%	(39,578)	
26	Administrative Hearings							266	0	3	4	7	4,308	266	0	3	4	7	4,308	3%	0	
27	Military Affairs							334	14	46	7	67	61,156	340	17	40	13	70	43,218	21%	(17,938)	
28	Parole Commission							131						128	2	24	4	30		23%		
29	Public Service Commission							331	36	10	34	80	30,148	328	36	10	34	80	30,148	24%	0	
30	Revenue											545		5,178	46	44	468	558		11%	0	Reduced 13 devices; agency doesn't know the savings
31	State							457	52	52		104	24,546	439	53	39		92	24,996	21%	450	
32	State Courts												52,748	4,326		55	11	66		2%	(65,984)	Saved $65,984 from FY 2007-08 to FY 2008-09
33	Transportation							7,448	957	2,628	783	4,368	695,050	7,426	844	2,394	574	3,812	556,109	51%	(138,941)	
34	Veterans' Affairs	669		54	11	65	7,403	913		54	11	65	9,018							7%	1,615	Did not report for FY 2009-10
																			Total Net Savings		**(1,893,719)**	

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Mobile Devices - Savings/ Additional Costs As Reported by Agencies

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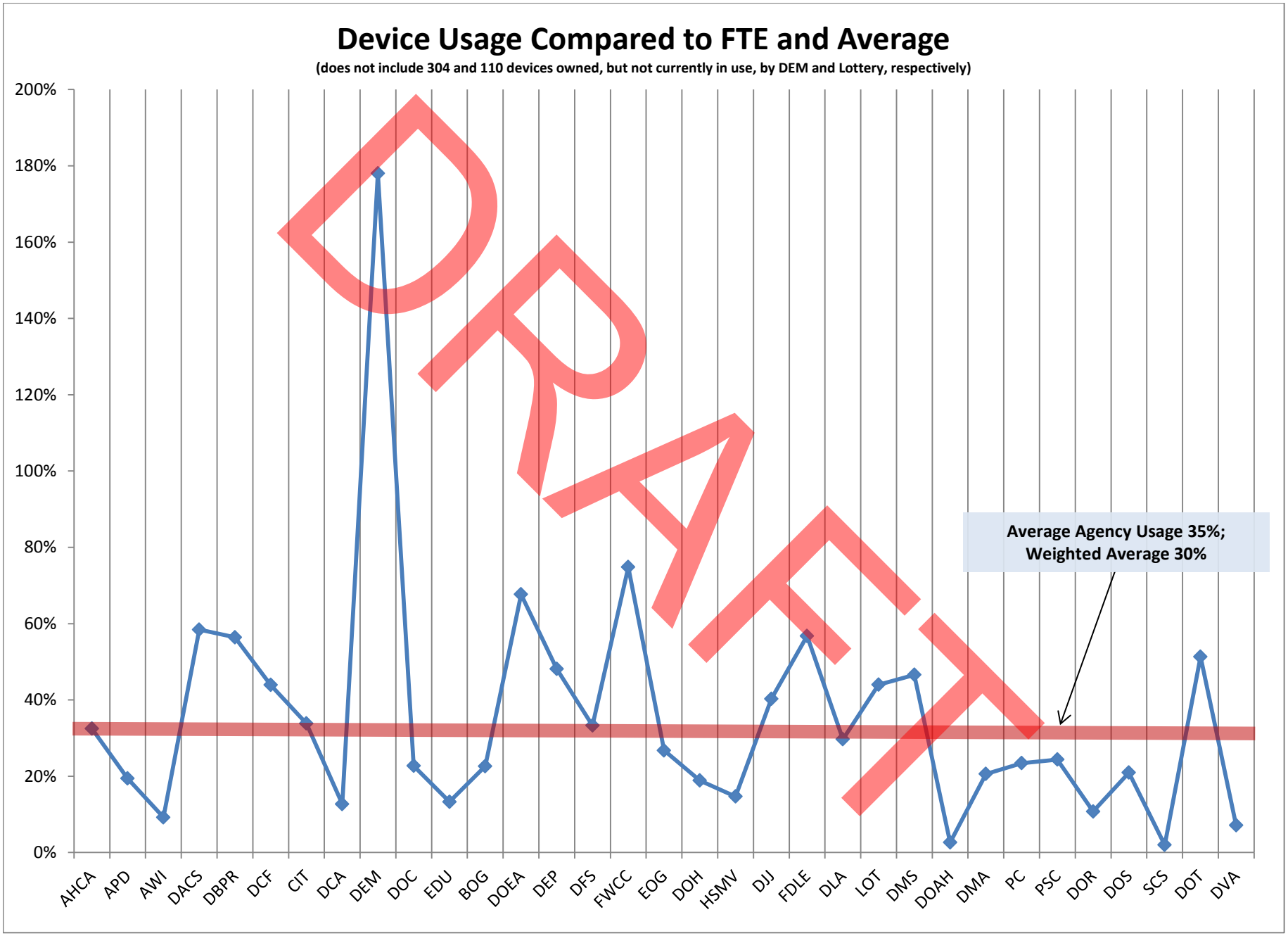
Device Usage Compared to FTE and Average
(does not include 304 and 110 devices owned, but not currently in use, by DEM and Lottery, respectively)
200%
180%
160%
140%
120%
100%
80%
60%
40%
20%
0%
AHCA
APD
AWI
DACS
DBPR
DCF
CIT
DCA
DEM
DOC
EDU
BOG
DOEA
DEP
DFS
FWCC
EOG
DOH
HSMV
DJJ
FDLE
DLA
LOT
DMS
DOAH
DMA
PC
PSC
DOR
DOS
SCS
DOT
DVA
Average Agency Usage 35%;
Weighted Average 30%
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Mobile Devices Reporting

Total Number of FTE (Used 2008-09 FTE for those agencies that are not reporting data for 2009-10)	**116,938**
Total Esimated Devices Currently in Use (Used 2008-09 data for those agencies that are not reporting for 2009-10)	**35,128**
Total Esimated Annual Cost (Used 2008-09 Cost for those agency not reporting data for 2009-10 - Parole Commission and Revenue did not provide any expenditure data)	**10,514,562**
Total Net Savings Reported	**(1,893,719)**

Agencies not included:

- JAC

Agencies for which the total number of devices increased, however, cost went down:

- Lottery and DMA

Agencies for which the annual cost increased, however, number of devices stayed the same or decreased:

- APD, DOS, DVA

Agencies that did not show any savings:

- DOEA, DOAH, PSC, DCF

Agencies with highest Devices to FTE ratio:

- DEM, DOEA, FWCC, Lottery

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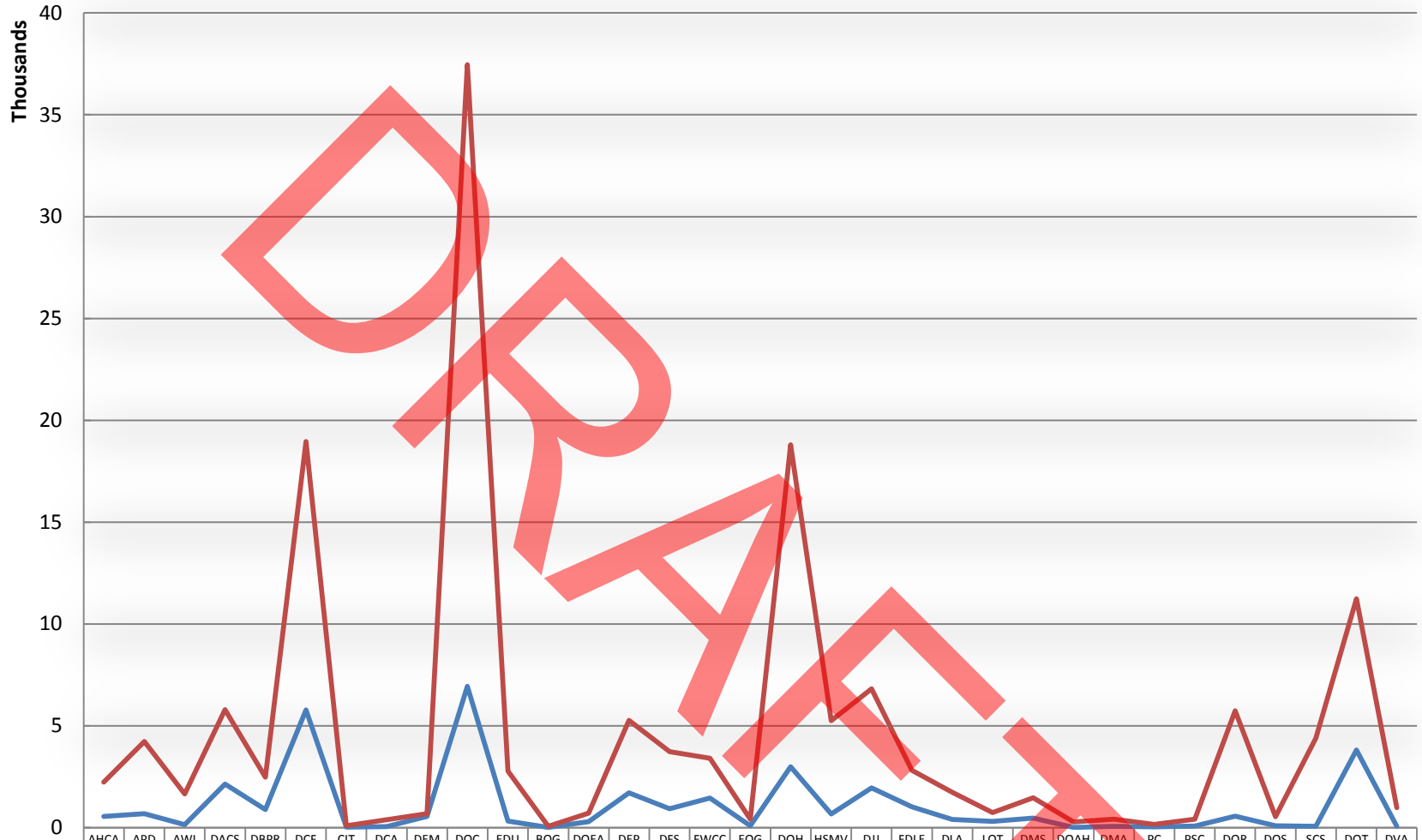
Mobile Devices Currently Owned



	AHCA	APD	AWI	DACS	DBPR	DCF	CIT	DCA	DEM	DOC	EDU	BOG	DOEA	DEP	DFS	FWCC	EOG	DOH	HSMV	DJJ	FDLE	DLA	LOT	DMS	DOAH	DMA	PC	PSC	DOR	DOS	SCS	DOT	DVA
FTE	1,686	3,541	1,518	3,659	1,581	13,16	68	346	136	30,52	2,449	53	427	3,559	2,794	1,947	325	15,81	4,584	4,856	1,791	1,338	438	1,000	266	340	128	328	5,178	439	4,326	7,426	913
Total Devices	548	687	140	2138	892	5783	23	44	544	6935	326	12	289	1713	930	1457	87	2986	674	1956	1017	397	304	466	7	70	30	80	558	92	66	3812	65

DOH includes CHD

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Mobile Devices

		FTE	Total Devices	Annual Cost	FTE	Total Devices	Annual Cost		Ratio			
1	AHCA	1,708	548	195,371	1,686	548	145,377	(49,994)	33%		33%	0%
2	APD	3,703	687	216,517	3,541	687	275,338	58,821	19%		19%	0%
3	AWI	1,378	170	63,580	1,518	140	55,155	(8,425)	9%		9%	0%
4	DACS	3,723	2259	583,842	3,659	2138	451,423	(132,419)	58%		58%	0%
5	DBPR	1,590	974	364,541	1,581	892	353,451	(11,090)	56%		56%	0%
6	DCF	13,533	5783	1,739,559	13,168	5783	1,739,559	0	44%		44%	0%
7	CIT	76	27	15,024	68	23	13,824	(1,200)	34%		34%	0%
8	DCA	351	51	27,600	346	44	18,930	(8,670)	13%		13%	0%
9	DEM	138	544	165,370	136	544	111,656	(53,715)	178%	without the devices not used	400%	-222%
10	DOC	28,864	7656	842,208	30,522	6935	670,968	(171,240)	23%		23%	0%
11	EDU	2,507	355	198,455	2,449	326	114,528	(83,927)	13%		13%	0%
12	BOG	53	23	10,500	53	12	6,100	(4,400)	23%		23%	0%
13	DOEA	418	289	53,471	427	289	53,471	0	68%		68%	0%
14	DEP	3,575	1836	449,948	3,559	1713	449,948	(206,602)	48%		48%	0%
15	DFS	2,851	1142	557,088	2,794	930	346,879	(210,209)	33%		33%	0%
16	FWCC	1,946	1776	773,928	1,947	1457	637,704	(136,224)	75%		75%	0%
17	EOG	327			325	87		(18,117)	27%		27%	0%
18	DOH	15,925	2986	2,700,053	15,811	2986	2,463,206	(236,847)	19%		19%	0%
19	HSMV	4,677	710	252,400	4,584	674	199,400	(53,000)	15%		15%	0%
21	DJJ	4,842	2283	922,521	4,856	1956	737,892	(184,629)	40%		40%	0%
22	FDLE	1,867	1191	642,320	1,791	1017	521,000	(121,320)	57%		57%	0%
23	DLA				1,338	397	122,614	0	30%		30%	0%
24	LOT	438	279	92,636	438	304	92,500	(136)	44%	without the devices not used	69%	-25%
25	DMS	983	573	208,937	1,000	466	169,358	(39,578)	47%		47%	0%
26	DOAH	266	7	4,308	266	7	4,308	0	3%		3%	0%
27	DMA	334	67	61,156	340	70	43,218	(17,938)	21%		21%	0%
28	PC	131			128	30			23%		23%	0%
29	PSC	331	80	30,148	328	80	30,148	0	24%		24%	0%
30	DOR				5,178	558		0	11%		11%	0%
31	DOS	457	104	24,546	439	92	24,996	450	21%		21%	0%
32	SCS				4,326	66		(65,984)	2%		2%	0%
33	DOT	7,448	4368	695,050	7,426	3812	556,109	(138,941)	51%		51%	0%
34	DVA	669	65	7,403	913	65	9,018	1,615	7%		7%	0%
35	**Grand Total**	**105,105.50**	**36,833**	**11,898,479**	**116,938.50**	**35,128**	**10,418,077**	**-1,893,719**	**35%**	Average		
						34,714	29.69%		**30%**	Weighted Average		
					less devices not used							

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FTE

Department Title	TEN YR HIST FY 2007-08 FTE	10 YR HIST FY 2008-09 FTE
AGENCY/HEALTH CARE ADMIN	1,707.50	1,685.50
AGENCY/PERSONS WITH DISABL	3,703.00	3,541.00
CHILDREN & FAMILY SERVICES	13,533.00	13,168.00
ELDER AFFAIRS, DEPT OF	411.50	417.50
HEALTH, DEPT OF	3,175.50	3,137.00
VETERANS' AFFAIRS, DEPT OF	668.50	912.50
Grand Total	**23,199.00**	**22,861.50**

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