

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF TELECOMMUNICATIONS
SUNCOM NETWORK SERVICES AGREEMENT

This AGREEMENT is by and between the:

(PLEASE TYPE)

- Which is a:
- | | |
|---------------------------|--------------------------|
| 1. STATE AGENCY | <input type="checkbox"/> |
| 2. POLITICAL SUBDIVISION | <input type="checkbox"/> |
| 3. NON-PROFIT CORPORATION | <input type="checkbox"/> |
| 4. MUNICIPALITY | <input type="checkbox"/> |

hereinafter referred to as the Using Agency, and the State of Florida, Department of Management Services, hereinafter referred to as DMS.

Whereas, the Using Agency has applied for services from the state telecommunications network known as SUNCOM; and

Whereas, the Using Agency complies with all requirements of Chapter 282, Florida Statutes, and the rules of DMS; NOW THEREFORE, it is agreed:

1. DMS shall provide SUNCOM Services to the Using Agency according to the Services ordered by the agency.
2. DMS shall provide the Using Agency accessibility to SUNCOM. All lines not restricted by the Using Agency shall have access to SUNCOM.
3. Using Agency understands and agrees that the DMS electronic Communications Service Authorization (CSA) ordering process will be used to order all services. (The electronic ordering process is subject to change at the discretion of the DMS.) Using Agency is liable for all charges on ordered services until the DMS receives a cancellation service order (CSA) from the Using Agency for the service and the service order (CSA) has been processed by the vendor.
4. Charges shall be paid to DMS by the Using Agency for these services and shall be based upon the current rates established and published by DMS to all state agencies and local government Communications Service Authorization (CSA) representatives. These rates shall cover administrative costs as well as network utilization and access costs. DMS shall provide the Using Agency with an invoice each month for services utilized by the Using Agency, consistent with the billing system, rates and concepts used to develop the overall SUNCOM rate structure and cost recovery methodology.
5. Nonpayment of an invoice presented to an agency within 45 consecutive calendar days constitutes sufficient reason for DMS to: (a) notify the applicable common carrier to terminate service to the agency in the case of a non-state agency; or (b) notify the State of Florida Chief Financial Officer to transfer funds to the Department of Management Services under the provision of Chapter 216.292(9), Florida Statutes, in the case of a state agency. If non-payment is for a SUNCOM Network Service, in the case of a non-state agency, the

SUNCOM Network Operations Center (NOC) will be notified to block the non-state agency's access to the network.

6. The Using Agency recognizes and agrees that the billing concepts and network configuration may be subject to changes from time-to-time as a result of changes in applicable laws, regulations, traffic patterns, and other conditions which may result in modifications to existing policy decisions or directives.
7. It is agreed that the obligations of each party hereunder are subject to the laws of Florida and subject to monies being lawfully available to fulfill such obligation. If at any time monies are not available to either party for that purpose, that party shall notify the other party immediately upon receiving such information, and thereupon this contract shall be terminated at the end of the period of time for which such monies are available.
8. A requesting user agency shall pay its share of all initial installation costs required to connect that user agency to the SUNCOM Network. Such user agency shall also pay for all initial installation costs for adding additional facilities to the state SUNCOM Network.
9. DMS, as well as the Using Agency, will be required to provide a minimum of 30 days written notice to the other party prior to termination of service, except as provided in paragraph 5 hereof.
10. The resale of any SUNCOM service to a non-qualified subscriber, where qualified subscribers are set forth in Chapter 282, F.S., is expressly prohibited.
11. User Agencies shall provide written notification of a name change within 30 days of name change. This notification shall be mailed to DMS at the address shown below.
12. User Agencies qualifying as a non-profit shall provide to DMS written notification of a change in the status of the qualifying contractual agreement, within 30 days of status change.

Using Agencies qualifying for SUNCOM services as a non-profit per Chapter 282.105, F.S., must meet the following conditions:

1. Be a registered non-profit organization, registered with the Florida Department of State.
2. Be under contract with a State Agency, County or City government.
3. Receive the majority of funding from the qualifying contract.
4. Expend the majority of funds in support of the qualifying contract.

Please provide the following information as it pertains to the qualifying contract:

- a. State Agency, County or City Government the Using Agency has a contract with:
- b. Contract Number:
Expiration Date:
- c. Contract Administrator (Must be state, county or city government employee)
- d. Telephone Number of Contract Administrator:

13. The Using Agency agrees to provide initial information, timely updates, and to maintain a complete "Location of Service" address, to include street address, building name/number, and room/cubical number, for each DMS assigned local service number for use in the 911 address database.

14. The Using Agency understands that telephone numbers provided by DMS as part of the SUNCOM local service offering belong to the DMS and cannot be "ported" to another company should SUNCOM service be terminated.

SUNCOM NETWORK SERVICES AGREEMENT
SIGNATURE PAGE

USING AGENCY (PLEASE TYPE) AGENCY NAME

ADDRESS
(no Post Office Box)

STATE OF FLORIDA
DIVISION OF TELECOMMUNICATIONS
4050 ESPLANADE WAY
BUILDING 4030, SUITE 125E
TALLAHASSEE, FLORIDA 32399-0950

CITY

Kevin T. Langston
Chief, Service Delivery
Department of Management Services
Division of Telecommunications
Voice - (850) 922-7477
Fax - (850) 922-5162
E-Mail: Kevin.Langston@dms.myflorida.com

COUNTY

ZIP CODE

FEID #

Affixing signature below certifies that the Using Agency has reviewed and meets all requirements for SUNCOM eligibility per Florida Statutes, Chapter 282.

DATE

DEPARTMENT OF MANAGEMENT SERVICES

(Signature Line)

NAME

TITLE

DATE

TELEPHONE NO.

E-MAIL:

INDIVIDUAL TO CONTACT

(If different from above)

NAME

TITLE

PHONE

FAX

E-MAIL: