

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

**CM1528**

## CONTRACTOR INFORMATION

Name: State of Florida Department of Management Services

Address: Division of Telecommunications, 4050 Esplanade Way, Bld. 4030, Suite 125E Tallahassee, FL 32399-0950  
City State Zip

Contractor's Administrator Name: Frank Oates Title: Telecommunications Consultant

Tel#: 904-270-2577 Fax#: \_\_\_\_\_ Email: Frank.Oates@dms.myflorida.com

## CONTRACT INFORMATION

Contract Name: SUNCOM Network Services Agreement Contract Value: \$17,151.24

Brief Description: Department of Management Services (DMS) shall provide SUNCOM Services according to the Services ordered by Nassau County. DMS shall provide Nassau County accessibility to SUNCOM. All lines not restricted by the Using Agency shall have access to SUNCOM.

Contract Dates \_\_\_\_\_ to \_\_\_\_\_ Status:  New  Renew  Amend#  WA/Task Order

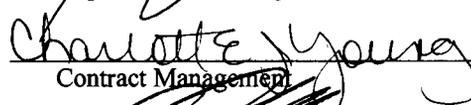
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Pursuant to Chapter 282, F.S.

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |   |                |                        |
|----|---|----------------|------------------------|
| 1. |  | <u>12/1/09</u> | <u>01132516-534000</u> |
|    | Department Head Signature   | Date           | Funding Source/Acct #  |
| 2. |  | <u>12/1/09</u> |                        |
|    | Contract Management   | Date           |                        |
| 3. |  | <u>12/4/09</u> |                        |
|    | County Attorney (approved as to form only)  | Date           |                        |
| 4. |  | <u>12/7/09</u> |                        |
|    | Office of Management & Budget   | Date           |                        |

Comments: \_\_\_\_\_

### COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

  
 \_\_\_\_\_  
 Edward Sealover

2/7/09  
 \_\_\_\_\_  
 Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original:** Clerk's Services; Contractor (original or certified copy)
- Copy:** Department  
 Office of Management & Budget  
 Contract Management  
 Clerk Finance

09 DEC - 7 AM 10:22  
 2010 JAN - 5 PM 3:39

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

This AGREEMENT is by and between the:

Board of County Commissioners, Nassau County

(PLEASE TYPE)

- |             |                           |                                     |
|-------------|---------------------------|-------------------------------------|
| Which is a: | 1. STATE AGENCY           | <input type="checkbox"/>            |
|             | 2. POLITICAL SUBDIVISION  | <input checked="" 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.

User 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

Board of County Commissioners  
Nassau County, Florida

ADDRESS  
(no Post Office Box)

96160 Nassau Place

CITY

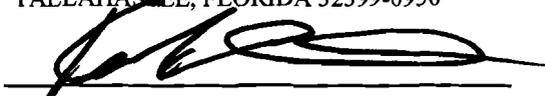
Yulee

COUNTY Nassau

ZIP CODE 32097

FEID # 59-1863042

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

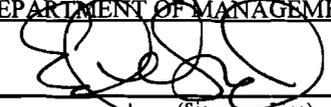
  
Kevin T. Langston  
Chief, Service Delivery  
Department of Management Services  
Division of Telecommunications  
Voice - (850) 922-7477  
Fax - (850) 922-5162  
E-Mail: Kevin.Langston@dms.myflorida.com

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

DATE

12/22/09

DEPARTMENT OF MANAGEMENT SERVICES

  
\_\_\_\_\_  
(Signature Line) 12/07/09

NAME Edward Sealoover

TITLE County Coordinator

DATE

TELEPHONE NO. 904-491-7380

E-MAIL: esaloover@nassaucountyfl.com

INDIVIDUAL TO CONTACT

(If different from above)

NAME Mark Johnson

TITLE Technical Services

PHONE 904-491-7393

FAX

E-MAIL: mjohnson@nassaucountyfl.com

# Metro Ethernet Local Loop Access

The pricing matrix below includes the MFN port with Metro Ethernet local loop access. Internet access is included up to the selected bandwidth speed. Service is offered in 2 Mbps to 1000 Mbps bandwidth range. All charges are monthly. For additional pricing on the different types and models of CPE, go [here](#) (pdf 290.44 kB) .

**NOTE: Where facilities do not exist, special construction charges may apply. Certain speeds based on a "where available" basis.**

**ICB = Individual Case Basis**

| Bandwidth | CSA Code | Port        | Local Loop | Local Loop Mileage Type       |
|-----------|----------|-------------|------------|-------------------------------|
| 2 Mbps    | @E02     | \$515.65    | \$279.63   | Flat Rate                     |
| 4 Mbps    | @E04     | \$585.03    | \$410.82   | Flat Rate                     |
| 6 Mbps    | @E06     | \$669.50    | \$643.78   | Flat Rate                     |
| 8 Mbps    | @E08     | \$702.88    | \$656.78   | Flat Rate                     |
| 9 Mbps    | @E09     | \$719.56    | \$663.29   | Flat Rate                     |
| 10 Mbps   | @E10     | \$746.47    | \$682.80   | Flat Rate                     |
| 12 Mbps   | @E12     | \$787.99    | \$706.90   | Flat Rate                     |
| 15 Mbps   | @E15     | \$850.27    | \$741.32   | 0-25 miles (>25 miles is ICB) |
| 21 Mbps   | @E21     | \$1,056.61  | \$910.02   | 0-25 miles (>25 miles is ICB) |
| 33 Mbps   | @E33     | \$1,273.04  | \$1,012.15 | 0-25 miles (>25 miles is ICB) |
| 45 Mbps   | @E45     | \$1,489.48  | \$1,114.28 | 0-25 miles (>25 miles is ICB) |
| 90 Mbps   | @E90     | \$2,536.04  | ICB        | ICB                           |
| 100 Mbps  | @EC2     | \$2,645.54  | ICB        | ICB                           |
| 155 Mbps  | @EC3     | \$4,201.70  | ICB        | ICB                           |
| 200 Mbps  | @EC4     | \$4,966.99  | ICB        | ICB                           |
| 300 Mbps  | @EC6     | \$6,565.31  | ICB        | ICB                           |
| 400 Mbps  | @EC8     | \$8,163.63  | ICB        | ICB                           |
| 500 Mbps  | @ECA     | \$9,761.95  | ICB        | ICB                           |
| 622 Mbps  | @ECC     | \$11,360.26 | ICB        | ICB                           |
| 700 Mbps  | @ECE     | \$12,357.15 | ICB        | ICB                           |
| 800 Mbps  | @ECG     | \$13,354.04 | ICB        | ICB                           |

|           |      |             |     |     |
|-----------|------|-------------|-----|-----|
| 900 Mbps  | @ECI | \$14,350.93 | ICB | ICB |
| 1000 Mbps | @E1G | \$15,347.81 | ICB | ICB |

## Document reader download link

 [Adobe PDF reader](#)

## Customer Resources

### SUNCOM Toll Free Number:

**1-888-4SUNCOM**

**1-888-478-6266**

[Place SUNCOM Orders](#)

[Benefits of Partnering with DMS](#)

[Customer Qualifications](#)

[SUNCOM News Bytes \(pdf 1.16 MB\)](#)

[Rules and Statutes](#)

11/24/2009

## SUNCOM Products and Pricing

- [Voice Services](#)
- [Data Transport Services](#)
  - [MyFloridaNet](#)
    - [Key Benefits](#)
    - [Rate Schedule](#)
      - [Metro Ethernet Local Loop Access](#)
      - [Frame Relay Local Loop Access](#)
      - [Dedicated Local Loop Access](#)
      - [DSL Local Loop Access](#)
      - [MFN Lite - Local Only and Flex Port Plans](#)
      - [MFN Customer Premises Equipment \(CPE\)](#)
      - [MFN - Optional Services](#)
    - [NMS Web-Based Training](#)
    - [MFN Resources](#)

- [Erate Contract for Internet Access and Telecommunications Services \(FIRN\)](#)
- [Metropolitan Area Network \(2GMAN\)](#)
- [Remote Broadband Service \(RBS\)](#)
- [Wireless Services](#)
- [Remote Access](#)
- [Infrastructure](#)
- [Conference Services](#)

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[Return to SUNCOM](#)

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Select Year:  

## The 2009 Florida Statutes

[Title XIX](#)[Chapter 282](#)[View Entire Chapter](#)

PUBLIC BUSINESS

COMMUNICATIONS AND DATA PROCESSING

### 282.705 Use of state SUNCOM Network by nonprofit corporations.--

(1) The department shall provide a means whereby private nonprofit corporations under contract with state agencies or political subdivisions of the state may use the state SUNCOM Network, subject to the limitations in this section. In order to qualify to use the state SUNCOM Network, a nonprofit corporation shall:

(a) Expend the majority of its total direct revenues for the provision of contractual services to the state, a municipality, or a political subdivision; and

(b) Receive only a small portion of its total revenues from any source other than a state agency, a municipality, or a political subdivision during the time SUNCOM Network services are requested.

(2) Each nonprofit corporation seeking authorization to use the state SUNCOM Network shall provide to the department, upon request, proof of compliance with subsection (1).

(3) Nonprofit corporations established pursuant to general law and an association of municipal governments which is wholly owned by the municipalities are eligible to use the state SUNCOM Network, subject to the terms and conditions of the department.

(4) Institutions qualified to participate in the William L. Boyd, IV, Florida Resident Access Grant Program pursuant to s. [1009.89](#) are eligible to use the state SUNCOM Network, subject to the terms and conditions of the department. Such entities are not required to satisfy the other criteria of this section.

(5) Private, nonprofit elementary and secondary schools are eligible for rates and services on the same basis as public schools if such schools do not have an endowment in excess of \$50 million.

**History.**--s. 1, ch. 80-107; s. 2, ch. 82-56; s. 3, ch. 83-70; s. 15, ch. 87-137; s. 223, ch. 92-279; s. 55, ch. 92-326; s. 197, ch. 95-148; s. 12, ch. 96-390; s. 19, ch. 97-296; s. 68, ch. 98-279; s. 36, ch. 99-399; s. 8, ch. 2000-164; s. 14, ch. 2001-261; s. 936, ch. 2002-387; s. 20, ch. 2009-80.

**Note.**--Former s. 287.272; s. 282.105.