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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(P)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying an emergency contract extension of eight months and 16 days for Contract No. BW9403-3/19, Local Telecommunication Services; authorizing waiver of competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the County Code by a two-thirds vote of the Board members present and award a non-competitive contract, Contract No. BW-10491, Telecommunication Services, to AT&T Enterprises, LLC in the amount of $35,500,000.00 for an initial three-year term and one, two-year option to renew for the Information Technology Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation, renewal or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

Resolution No. R-1029-25

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.

for
Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

Date: October 21, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Recommendation to Waive Competitive Bidding Procedures to Award a Non-Competitive Contract for Telecommunication Services and to Ratify an Emergency Contract Extension

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Summary

This item seeks approval to waive competitive bidding procedures and award a replacement contract for telecommunication services for the Communications, Information, and Technology Department (CITD). This contract will provide for the maintenance, installation, and repair of critical telecommunication services, including telephone lines, Voice over Internet Protocol (VoIP), Centrex, Ethernet Circuits, and public safety communications such as E911 and 311 services for all County departments. The services are essential for ensuring reliable and uninterrupted communication, supporting daily operational needs, and enabling emergency response activities across the County.

Given the complexity and critical nature of this contract, CITD conducted a comprehensive review to determine whether a multi-carrier solution was feasible, which services could reasonably be competed this year, and whether such approaches would introduce operational or security risks. This evaluation was necessary to ensure the County adopts a long-term strategy that balances service reliability, cost-effectiveness, and security, thereby safeguarding the continuity of vital communications services that support Countywide operations. Accordingly, award of this replacement contract will maintain uninterrupted telecommunication services that are essential to public safety and emergency response functions, such as the 311 Call Center and E911 services for the Miami-Dade Sheriff's Office (MDSO) and Miami-Dade Fire Rescue. Without this contract, the County would face service interruptions and increased operational costs that will negatively impact public safety and our ability to effectively serve residents.

While there are multiple vendors in the telecommunications market, the current vendor, AT&T Enterprises, LLC (AT&T), is the only single provider that can deliver the full spectrum of County-required services directly without relying on third-party vendors for certain legacy services, such as Centrex, a centralized phone service managed by the provider, and other older circuit technologies used for public safety communications. Pursuing a multi-carrier solution would likely introduce unacceptable risks, including potential service disruptions, accountability challenges, technical compatibility issues, security vulnerabilities, and increased costs. Given the County's reliance on centralized systems that enable us to achieve lower cost coming from the economies of scale as a County, and the complexity of its operational demands, a single-provider approach that AT&T has provided has been essential to ensure continuity, reliability, and security for all critical functions.

The recommendation to waive competitive bidding procedures is driven by the critical need to maintain consistent and reliable telecommunication across all County departments and Constitutional Offices, particularly for essential services such as public safety communications and the 311 Call Center. Given the County's diverse range of critical services and interconnected systems, disruption could have severe consequences for public safety and essential operations. Maintaining this contract will lead to greater efficiency and overall savings for the County. This enterprise contract will continue to be managed by CITD in service to the respective County departments and Constitutional Offices.

CITD and the Strategic Procurement Department (SPD) will continue performing market research, conducting vendor outreach efforts, and organizing various engagement activities such as Industry Day and Request for Information (RFI) events to monitor opportunities for competitive solicitations. Accordingly, the initial term of the contract is limited to three years with one, two-year option to renew in lieu of a full five-year contract term. Through an ongoing continuous monitoring and review process, CITD's goal is to continuously assess when the market and technology landscape is sufficiently mature, or when additional competition is identified, to safely segment the existing scope of work based on the functional needs of the County operations. Should such opportunities be identified, the specific areas of scope would be reviewed for potential segregation and competitively bid separately by SPD, with CITD's input and feedback.

CITD remains committed to continuously monitoring the telecommunications market to identify emerging vendors, evaluate evolving technologies, and explore subcontracting opportunities that could enhance service delivery and reduce costs. At the same time, CITD will ensure that reliability and performance standards necessary to support the County's critical operations are consistently maintained.

The item also seeks ratification of a time only emergency extension for the current contract. The emergency extension was required to prevent service disruptions upon contract expiration and to allow CITD the necessary time to evaluate long-term options and identify the most effective, secure, and reliable solution for the County's telecommunications needs.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify an emergency contract extension of eight months and sixteen (16) days for *Contract BW9403-3/19, Local Telecommunication Services,* and waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code (Code), by a two-thirds vote of the Board members present, and award a non-competitive contract, *Contract No. BW-10491, Telecommunication Services*, to AT&T in the amount of $35,500,000 for an initial three-year term and one, two-year option to renew (OTR) for CITD.

Contract No. BW-10491 will replace *Contract No. BW9403-3/19*, approved by the Board via Resolution No. R-968-11 on November 15, 2011, in the amount of $109,800,000. The contract was subsequently modified under delegated authority and by the Board through Resolution Nos. R-36-20 and R-34-23 to provide additional time and expenditure authority.

Background

The County's reliance on centralized telecommunications for critical services necessitates the continuation of a non-competitive contract with AT&T, as they are the only vendor capable of delivering all required services without relying on third-party providers for legacy systems and specific public safety communications. Due to the County's scale and complexity, operating a multivendor solution will introduce risks such as service disruptions, challenges in ensuring accountability across multiple vendors, technical compatibility issues, security vulnerabilities, and increased costs.

Multiple Request for Information (RFI) were issued and confirmed AT&T as the sole provider capable of delivering the required services comprehensively. These RFIs aimed to assess vendor interest and gather information on firms capable of meeting the County's diverse telecommunication needs. Although Real Mobile, Inc., Granite Telecommunications LLC, and Verizon Business Network Services Inc. responded, the firms could only offer partial solutions through partnerships. The need for third-party reliance raises significant concerns about accountability, potential service disruptions, and the risks associated with managing multiple partnerships, especially for critical public safety services. Given these uncertainties and the life safety nature of the services involved, maintaining an end-to-end single provider remains in the best interest of the County, with AT&T having consistently demonstrated its ability to deliver reliable

service without third-party dependencies. Maintaining a non-competitive contract with AT&T remains the most prudent approach to ensure continuity, reliability, and efficiency for all critical County functions.

Negotiations began in late 2023 and focused on the complex transition from legacy systems to more modern communication technologies. However, there were significant delays in finalizing the pricing due to AT&T's internal processes. In early 2024, AT&T underwent a name change, which created internal disruptions and caused delays in providing the County with the necessary pricing schedules. Additionally, the intricacies of planning the transition for a wide range of communication services across Miami-Dade County presented further challenges for AT&T. The scale and complexity of these services, coupled with the need for precise planning to ensure a smooth transition from legacy systems, contributed to AT&T's delay in finalizing the contract.

Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code to purchase telecommunications services, including critical public safety communications.

To ensure future competition in the County's telecommunications services, CITD and SPD will develop a competitive Request for Proposals (RFP) that will establish performance criteria for vendors, including requirements where third-party providers may be used for last-mile services. Due to the size of the County's communications infrastructure and the migration of public safety services, a full transition of carrier services is expected to take two to three years. This phased transition will allow legacy services to be cut over to newer technologies, reducing reliance on a single provider while ensuring service continuity. Upon completion of the transition, the County will be positioned to competitively bid its telecommunications contract without risk of service disruption.

To avoid any disruption to critical County operations while this award is pending consideration and approval by the Board, the current contract was extended for eight months and sixteen days on an emergency basis within the existing expenditure authority. This extension was necessary to ensure continuity of services due to the contract expiring on May 15, 2025.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial three-year term and one, two-year OTR is $35,500,000. The current contract, *Contract No. BW9403-3/19*, is valued at $169,038,462 for fourteen years and two months and expires on January 31, 2026. The annualized allocation under the proposed contract is lower than that of the current contract due to the phased migration from costly legacy services to more cost-effective modern technologies, the stabilization of rising maintenance costs, and the negotiation of reduced pricing on newer services. These costs are budgeted annually within the Sheriff's Office through the CITD Memorandum of Understanding and are charged accordingly as part of their budget. Should MDSO wish to terminate these services, the County can proceed with that adjustment for their portion of the contract at that time.

Department	Allocation	Funding Source	Budgeted	Contract Manager
CITD*	$35,500,000	Internal Service Funds	FY2025-26 Adopted Budget, Volume 3, Communications, Information and Technology, Page 276, Other Operating	Julian Manduley
Total	**$35,500,000**			

* It should be noted that the contract contains termination for convenience provisions, which can be exercised any time during the term of the agreement.

Track Record/Monitor
Natalya Vasilyeva of SPD is the Procurement Division Director.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Vendor Recommended for Award
Pursuant to Resolution No. R-477-18, the recommended vendor is non-local; however, awarding this contract is in the best interest of the County due to the continued need for these specialized services. The County requires a vendor that can provide comprehensive services directly, without third-party involvement, to support critical infrastructure. Given these requirements, there are limited local options available that align with the full scope of services needed.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
AT&T Enterprises, LLC	208 S Akard Street Dallas, TX	None	1,750 1.2%	Jeffery S McElfresh

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. Staff did identify various cases involving AT&T filed in different jurisdictions. These cases span a range of issues such as bankruptcy proceedings (e.g., Big Lots, Inc. filed on 9/9/24 and SunPower Corporation filed on 8/5/24 in Delaware), intellectual property disputes (e.g., *Hernandez v. Stingray Digital Group, Inc.* filed on 4/2/24 in Florida), and contractual or competitive conflicts (e.g., *AT&T v. McGurk, Inc.* filed on 10/8/24 in Missouri). Several cases also involve AT&T as a defendant, such as *Krasny v. AT&T Corporation* and *Cancino v. AT&T Corporation*, both filed in July 2024. All cases remain open as of this review. However, these open cases do not impact AT&T's service delivery to the County.

Applicability of Ordinances and Contract Measures
- The two percent User Access Program applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(3)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
✓ _____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
✓ _____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(3)
10-21-25

RESOLUTION NO. R-1029-25

RESOLUTION RATIFYING AN EMERGENCY CONTRACT EXTENSION OF EIGHT MONTHS AND 16 DAYS FOR CONTRACT NO. BW9403-3/19, LOCAL TELECOMMUNICATION SERVICES; AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B)(1) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD A NON-COMPETITIVE CONTRACT, CONTRACT NO. BW-10491, TELECOMMUNICATION SERVICES, TO AT&T ENTERPRISES, LLC IN THE AMOUNT OF $35,500,000.00 FOR AN INITIAL THREE-YEAR TERM AND ONE, TWO-YEAR OPTION TO RENEW FOR THE INFORMATION TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to ratify an emergency contract extension of eight months and 16 days for Contract No. BW9403-3/19, Local Telecommunication Services; and authorize waiver of competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the County Code by a two-thirds vote of the Board members present and award a non-competitive contract, Contract

No. BW-10491, Telecommunication Services, to AT&T Enterprises, LLC in the amount of $35,500,000.00 for an initial three-year term and one, two-year option to renew for the Information Technology Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, renewal or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

MBV

Michael B. Valdes

THIS AGREEMENT for the provision of Telecommunication Services, made and entered into as of this _____ day of _____ by and between AT&T Enterprises, LLC, a corporation organized and existing under the laws of the State of New York, having its principal office at AT&T Enterprises, LLC., 208 S. Akard Street, Dallas, TX 75202 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for voice and data services, equipment, spare parts, technical training, and maintenance support services for the County's Telecommunication Network Infrastructure from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such goods and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Acceptable Use Policy" to mean Contractor's Acceptable Use Policy (AUP) which applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup.

b) The word "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

c) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

d) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type, or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

e) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

f) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.

g) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

h) The words "Contract Service Agreements" (CSA) to mean all CSA attachments including the Contractor's terms and conditions, covering regulated telecommunication and network services and the associated pricing therein.

i) The word "Contractor" to mean AT&T Enterprises, LLC and its permitted successors.

j) The word "Days" to mean calendar days.

k) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project

Manager for review and approval pursuant to the terms of this Agreement.

l) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

m) The word “Guidebooks” means documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Guidebooks may be found at att.com/servicepublications or other locations the Contractor may designate.

n) The words “Heightened Security Review” to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor’s designee determines necessary to protect the security of the County’s information technology networks, devices, programs, and data.

o) The words “Joint Venture” to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

p) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

q) The words “Minimum Payment Period” to mean, in respect to any Service, the minimum period for which the County is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

r) The words “Pricing Schedule” to mean, an attachment that identifies the Services the Contractor may provide to the County, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect, (Pricing Schedule Term) including all Contract Service Arrangement (CSA) Agreements between the Contractor and the County.

s) The words “Produced in the United States” to mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.

t) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

u) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

v) The words "Service," "Services" “Work,” “Program,” or “Project,” to mean the provision of all matters required to be done by the Contractor in accordance with the Scope of Services.

w) The words “Service Component” to mean, an individual component of a Service provided under this Agreement.

x) The words “Service Guides” to mean, the description, pricing, and other terms and conditions for the Services not covered by a Tariff or Guidebook, which may be found at att.com/servicepublications or other locations the Contractor may designate.

y) The words “Service Level” to mean, any express standards of performance applicable to Services and Equipment, as may be set forth in a Pricing Schedule.

z) The words “Service Publications” to mean collectively, Pricing Schedules, Tariffs, Guidebooks, Service Guides, and the Contractor’s Acceptable Use Policy.

aa) The word “Site” to mean the County’s physical location, including the County’s colocation space on the Contractor’s property, or its Affiliate’s or subcontractor’s property, where the Contractor installs or provides a Service.

bb) The word "Subcontractor" or “Subconsultant” to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or

under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word “Tariffs” to mean the documents containing the standard descriptions, pricing, and other terms and conditions for a Service that the Contractor files with regulatory commissions. Tariffs may be found at att.com/service publications or other locations the Contractor may designate.

dd) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) For the purposes of Article 36 and 43, under Exclusion of Charges, the words “Pass Through” to mean charges presented by the Contractor for payment associated with a County Ordinance, FCC, or other regulatory mandate, 3rd party communications services, Federal or State access Tariffs, Surcharges collected on behalf of other municipalities, permit fees for special construction services, or late payment or interest fee charges, in accordance with the contract.

ff) The words “Legacy Voice” to mean the traditional telephone service provided over copper wire infrastructure, typically using analog signals, as opposed to modern digital or VoIP (Voice over Internet Protocol) technologies.

gg) The words “Legacy Data” to mean data transmission circuits that utilize older, often outdated, technology or infrastructure, typically characterized by limited compatibility with modern digital communication standards and requiring specialized knowledge or equipment to maintain and operate.

ARTICLE 2. ORDER OF PRECEDENCE

Except as set forth in a specific Pricing Schedule or Statement of Work with respect to the applicable service(s), the order of priority of the documents that form this agreement is as follows:: 1) Articles 1 through 56, 2) Appendix A, 3) Appendix B, 4) any Statement of Work as may be mutually agreed by the parties for the execution of Special Projects supported by an individual County Purchase Order, 6) the AUP, and 7) Tariffs, Guidebooks, and Service Guides, provided that Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms thereof to meet County requirements.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

e) The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments,

agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

b) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be provided in conformance with the service description in the applicable Pricing Schedule, Service Guide, Tariff, or mutual agreeable Statement of Work, and is subject to the performance levels in any applicable Service Level Agreement.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 36th month, thereafter. The Contract may be renewed by mutual agreement of the parties for two 1-year terms. The County may extend this Contract, at its sole discretion, for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period, and/or any mutually agreed upon renewal term, and County will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Information Technology Department
5680 SW 87th Ave
Miami, FL 33173
Attention: Manny Fernandez
Phone: (305) 596-8103
E-mail: mannyf@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

AT&T Enterprises, LLC
208 S. Akard St.
Dallas, TX 75202
ATTN: Master Agreement Support Team
Attention: Mario Ruiz, Client Solutions Executive
Phone: (954)806-2467
E-mail: maruiz@att.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. Except for applicable taxes, fees, and/or surcharges mandated or permitted by applicable law, the County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Except as stated below, prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof,

a) Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule shall remain fixed and firm for each service until the end of the Pricing Schedule Term, except where negotiations, special pricing additional available discounts, or applicable credits would provide the County more favorable rates, as mutually agreed upon. At the end of a Pricing Schedule Term, the County will have the option to either: (a) cease using the applicable service (which will require the County to take all steps required by the Contractor to terminate the applicable service); or (b) continue using the applicable service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term for the applicable service will continue until changed by the Contractor on 30 days' prior notice to the County.

b) Upon written request not more than once in any 12-month rolling period, County may request in writing that AT&T conduct a review of County's total purchases to determine whether County is receiving, in the aggregate, rates, terms and conditions that are at least equal to those of similarly situated government customers within the State of Florida. The factors that will be used to make this determination includes: quantity of services, terms of services, billing level associated with the total combined services, geographic locations of services, mix of services and available facilities for the AT&T services. After such review, if AT&T and County agree upon revisions to a Pricing Schedule(s) that are a mutually acceptable alternative, then AT&T will prepare the contractual document(s) for customer signature. By way of example and not limitation, such alternative may include changes in: recurring and/or nonrecurring charges, revenue and/or volume commitments, discounts, one-time credits and terms and conditions of service subject to legal and regulatory considerations, including but not limited to Florida Statute 364. If AT&T and County mutually agree that the County's rates, terms and conditions for any service are not as favorable in the aggregate as those AT&T offers to a similar situated government customer in the State of Florida but AT&T and County cannot agree upon mutually acceptable revisions to the existing Pricing Schedule(s), then County shall have the right to terminate any applicable service without any liability or penalty for such termination during the remaining term of the Agreement.

c) Additional Charges and Taxes - Prices set forth in a Pricing Schedule are exclusive of, and the County will pay, all applicable current and future taxes (excluding those on the Contractor's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from the County's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent the County provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent the County is required by law to withhold or deduct any applicable taxes from payments due to the Contractor, the County will use reasonable efforts to minimize any such taxes to the extent allowed by law or treaty, and the County will furnish the Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that the Contractor may claim any applicable credit. The County may request the Contractor shall furnish such evidence as may be reasonably required for determining the applicability of the additional charges or taxes. Additionally, the Contractor agrees to provide current information and assistance to the extent allowed on provisions that would exempt the County from any additional charges, mandated taxes or fees. Disputes arising on the basis of such charges shall be settled in accordance with provisions in Article 9.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

Where available, the Contractor agrees to provide invoicing in electronic format at no cost. This shall be considered a standard invoicing requirement by the County during the term of this contract. The Contractor will make a reasonable effort to inform the County as to the availability of electronic invoicing on new services being added to the contract when available. It is at the County's sole discretion, to provide written authorization to Contractor indicating an exception to this practice for new services being offered. Electronic invoicing shall also include all software or tools generally made available by Contractor for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. Contractor will quote the County any charges that may be incurred

for additional e-billing capabilities. In accordance with Title 47-Telecommunications, of the Code of Federal Regulations (C.F..R) Sections 64.2400 and 64.2401, the Contractor shall provide invoicing (billing) documents that are in compliance with the regulations as stated above.

To help accomplish this objective, the Contractor will provide online resources, including but not limited to "e-Bill" tools currently located at www.businessdirect.att.com. These basic online tools shall be provided at no cost to the County and for all authorized County User Departments.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate, electronically or in hard copy format, except where agreed provisions for electronic billing shall apply, by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:

  Miami-Dade County, Finance Department
  111 NW 1st Street
  Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

The County may at any time designate a different address or/and contact person and by giving written notice to the other party. Based on prevailing Administrative Order, the County also reserves the right to designate or delete, in writing, additional points of contact in other authorized County departments, or related agencies, other than named below where payment and billing activity may take place independent of ITD.

Miami-Dade County
Information Technology Department (ITD)
Finance and Budget
5680 SW 87th Ave
Miami, FL 33173

Attention: Sarah Tippit, Finance and Budget Manager
Tel: (305) 275-7713
E-Mail: sara.tippit@miamidade.gov

Miami-Dade County
Aviation Department (MDAD)
Finance Division
2100 NW 42nd Ave.,
Miami, FL 33142

Attention: Oscar Aguirre, Division Director 3
Tel: (305) 876-7220
E-mail: oaguirre@FlyMIA.com

Miami-Dade County
Water & Sewer Department (WASD)

3071 SW 38th Avenue
Miami, FL 33146

Attention: Frances Morris, Chief Financial Officer
Tel: (786) 552-8104
E-mail: frances.morris@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. ADDITIONAL LICENSES, HARDWARE, SOFTWARE, OR SERVICES

During the term of the contract, the County may purchase additional licenses, hardware, software, or services related to the Services, provided they are available. Each order must refer to this contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Contractor and the County.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Commercial General Liability, in an amount not less than $1,000,000 each occurrence $2,000,000 aggregate including Products/completed operations. **Miami-Dade County must be included as additional insured.**

2. Workers' compensation insurance as required by Florida Statute 440 or any applicable law.

3. Automobile liability covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit.

4. Professional and Cyber Liability for $1,000,000 each occurrence $2,000,000 aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized

or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 12. MANNER OF PERFORMANCE

a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

c) The Contractor agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

e) The Contractor shall cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

c) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

d) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

e) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. Intentionally Omitted

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County. Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such

portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 25) and fails to cure said Event of Default (as delineated below in Article 26), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

c) If County terminates this Agreement for cause under Article 24(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop Work on the date specified in the notice (the "Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

i. the Contractor has not timely delivered Deliverables and/or Services on at least 2 or more occasions within 60 days;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel and failed to make substantial steps to provide enough properly skilled staff personnel within a commercially reasonable time;

iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services in accordance with Section 2-8.1.4 of the County code and any dispute resolution process agreed upon by the Contractor and its Subcontractors or Suppliers;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. For any action where County approval is required, the Contractor has taken action under this Agreement without obtaining such necessary approval and such action results in increased costs to the County or has a material impact on the Services received;

vi. the Contractor has failed in the representation of any warranties stated herein; or

vii. the Contractor fails to comply with Article 43.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. LIMITATION OF LIABILITY

THE CONTRACTOR'S ENTIRE LIABILITY, AND THE COUNTY'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY COUNTY'S NEGLIGENCE, SHALL NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE COUNTY FOR THE PERIOD OF SERVICE DURING

WHICH SUCH M\STAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO THE CONTRACTOR, ARTICLE 28 WILL NOT APPLY TO:

(a) BODILY INJURY. DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY THE CONTRACTOR'S NEGLIGENCE;
(b) BREACH OF ARTICLE 32 (CONFIDENTIALITY) OR ARTICLE 40 (PRESS RELEASE OR OTHER PUBLIC COMMUNICATION);
(c) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER ARTICLE 11 (INDEMNIFICATION AND INSURANCE) AND ARTICLE 31 (PATENT AND COPYRIGHT INDEMNIFICATION); OR
(d) DAMAGES ARISING FROM THE CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

NETHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING. WITHOUT LIMITATION. DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

ARTICLE 29. DISCLAIMER OF LIABILITY

THE CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY THE CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY COUNTY OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF COUNTY'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS..

ARTICLE 30. DISCLAIMER OF WARRANTIES

THE CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FURTHER, THE CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT THE CONTRACTOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, COUNTY'S DATA AND CONFIDENTIAL INFORMATION.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

a) All other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Except as otherwise required by applicable public records law, neither Party nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the disclosing Party. The restrictions in this Article 32 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

b) The Parties shall advise each of their employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Disclosing Party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate reasonably and provide any reasonable assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 33. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor by credible sources in the course of providing the Services which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 34. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, and subject to the terms set forth in Article 46, Software, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a right and license to use such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 35. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 36. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform reviews on all County contracts, throughout the duration of said contracts. Funding for such contract review services is provided, under Section 2-1076 of the Code, by assessing a charge of one quarter of one percent (0.25%) of the total Contract amount, which cost shall be included in the total Contract amount, on all County contracts excluding those listed below. For this Contract, the charge for the Inspector General's review services will be deducted by the County from progress payments to the Contractor. The charge for Inspector General's review services shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform reviews on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 37. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne

by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 38. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 39. CONFLICT OF INTEREST

The Contractor represents that to the best of the undersigned's knowledge and belief:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised by Contractor with any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard

shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 40. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 41. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 42. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 43. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

Exclusions of Charges. County agrees to work cooperatively with the Contractor to implement a payment mechanism that will exempt 3rd party charges that are verified to be "pass through" in nature. These charges shall include but are not limited to Dade County

Ordinance #83-3 ("Manhole Ordinance"), FCC or other mandated regulatory fees, 3rd party communication services or charges, where provisions of this County Budget Ordinance should not be applied.

In accordance with the requirements for the collection of fees under Article 43, the Contractor hereby agrees to provide the County billing documentation in a form that will clearly delineate and summarize amounts applicable for Ordinance03-192 on each invoice presented. These amounts will be shown as individual "UAP" credits in the invoice summary section. Upon request, to comply with internal review requirements, the County will be provided with a summary of charges where these two respective ordinances did not apply

Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

All incumbent services/charges currently provided by the Contractor are eligible for inclusion as to the application of Ordinance 03-192 with the exception of those items deemed exempt as set forth under this Article.

All services the County may elect to purchase after the Effective Date of this Agreement will be evaluated on an individual case basis, as to the operational supportability and the process for collections of this Ordinance fee and will be noted in the Contractors Pricing Schedules.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide, to approved entities, a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 25 of this Contract.

ARTICLE 44. E_RATE

If and to the extent that any agency of the County intends to seek funding through the Federal Universal Fund program known as "E-rate" for some or all of the Services or Service Components purchased under this Agreement, the terms and conditions of Attachment A ("E-rate Rider") shall apply and the applicable County agency shall execute such rider as appropriate. County requests AT&T assistance where allowed by law.

ARTICLE 45. CONTRACTOR EQUIPMENT

Services may include use of certain equipment owned by Contractor that is located at the Site ("Contractor Equipment"), but title to the Contractor Equipment will remain with Contractor. The County must provide electric power for the Contractor Equipment and keep the Contractor Equipment physically secure and free from liens and encumbrances.

The County will bear the risk of loss or damage to the Contractor Equipment (other than ordinary wear and tear or Force Majeure events), where such equipment is located on County property and except to the extent caused by the Contractor or its agents.

ARTICLE 46. SOFTWARE

Any software provided by Contractor and used with the Services will be governed by the written terms and conditions applicable to such software. Title to software provided in connection with the Services remains with the Contractor or its supplier. The County must comply with all such terms and conditions, which shall take precedence over this Agreement as to such software, subject to the provisions of Florida law, including but not limited to chapter 119 of the Florida Statutes.

ARTICLE 47. AMENDMENTS AND WAIVERS

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

ARTICLE 48. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 49. FORCE MAJEURE

Under applicable law, "Force Majeure" shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, cable cuts not caused by Contractor or its Subcontractors, adverse governmental conditions or conduct of third parties that has a material impact on the applicable Party's ability to reasonably perform an obligation under this Contract..

Except for payment of amounts due and payable in accordance with Article 9, neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 50. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/.

ARTICLE 51. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 52. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at http://www.uscis.gov/e-verify.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 53. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering int this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Exhibit A - Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 54. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by Sec. 2-8.2.6.2 of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Sec. 2-8.2.6.2 of the Code of Miami-Dade County, is not consistent with the best interests of the public; or

c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 55. HUMAN TRAFFICKING

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 56. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

By: Kelly Branigan-Davis

Name: Kelly Branigan-Davis

Title: Contract Assurance Manager

Date: 09/18/2025

Attest: _____

Corporate Secretary/Notary Public

sl0798

Corporate Seal/Notary Seal

Miami-Dade County

By: _____

for

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

_____

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

1. Introduction

It is the intent of the County to enter into an Agreement for the procurement of Telecommunication Services for the Information Technology Department (ITD), as specified below. The procurement arises from the need to effectively manage the Local Telephone Exchange Services, which serve as the cornerstone for fulfilling voice and data transport requirements. These services are indispensable for maintaining seamless communication and data transport across the county. Presently, the County maintains an extensive portfolio of over 25 Contract Service Arrangement (CSA) Agreements, encompassing a wide array of telecommunication services. Such local services include the following:

- Voice and Data Transport Solutions, such as, but not limited to: Primary Rate Interface (PRI), T1 (Channelized/Clear Channel), 1FB, Centrex, Session Initiation Protocol (SIP) circuits, DID number services, Carrier Switched Ethernet (CSE), Multiprotocol Label Switching (MPLS) Circuits, etc.
- Transition from Legacy Voice and Data services to new technology
- Development and strengthening of inside and outside plant building infrastructure.
- Web-Based portal for resource management, including streamlined reporting and accounts payable processes.
- Dedicated account management and support staff
- Socioeconomics Partnership
- Public Safety Features and Services, and Dedicated Account Team

2. Services to be Provided

The services required encompass a wide spectrum, including maintaining the County's primary business line, data services, 311 services, 1-800 services at the 311-call center, Cloud telephony services, Telephony copper lines, Voice over Internet Protocol VoIP, Centrex, Switched Ethernet Circuits, Cloud Data Services, Internet Access Services, Cybersecurity Services, WAN Services, Long Distance Calling, International Services, Managed Network Services, Public Safety E911/ng911, and emergency service provider data services used by the Miami-Dade Sheriff's Office for reverse 911 data verification. Additionally, the provision of non-recurring services, such as the construction of new telecommunications facilities and facilitating the establishment of telecommunication services in areas lacking infrastructure.

3.1 Voice Services

The County requires voice services for the purpose of placing and receiving telephone calls via local services allowing Customer Provided Equipment (CPE) to be connected. This includes any Legacy Voice services.

3.2 Features

The vendor shall include the following calling features in the basic local service, but not limited to:

- Caller ID
- E911/ng911 Services
- Nationwide access
- International Services capabilities
- Voice over Internet Protocol (VoIP)
- Quality of Service
- Priority Service, if applicable

3.3 Three (3) Digit Services

The vendor shall provide three-digit service functionality for 311 or other dialing services (ex: 411, 511, 811, 911 etc.). 311 Service is a three-digit abbreviated dialing arrangement for accessing non-emergency police and other government services in a particular jurisdiction and is pursuant to order by the Federal Communications Commission (FCC) in CC Docket 92-105.

The County will provide a vendor with a single toll-free number to which all 311 calls are to be translated ("Termination Number"). The County certifies that the Termination Number will allow callers from anywhere within the jurisdiction of Miami-Dade County to complete calls on a toll-free basis and will indicate in any advertisement that airtime charges may apply.

3.4 Data Services

The vendor shall provide data services that provide internet access via local services, including but limited to: AT&T Switched Ethernet (ASE), AT&T Switched Ethernet on Demand (ASEoD), Multiprotocol Label Switching (MPLS), Short Path bridging, AT&T High Speed Internet, AT&T Cloud Services, AT&T Emergency Services IP Network (ESInet), AT&T Managed Internet Service, Legacy Data, AT&T IP Flex, AT&T IP Toll-Free, AT&T Virtual Private Network (AVPN), AT&T Dedicated Internet (ADI), AT&T Engagement Management, E911 Public Safety Answering Point (PSAP), AT&T Flexible Reach, and AT&T FlexWare.

3.5 Local Number Portability Services

The County may seek to obtain Local Number Portability (LPN) services in order for existing phone numbers to be migrated onto the County's account.

3.6 Account Management and Support Services

The County requires access to designated sales and product support staff to facilitate operations, Monday through Friday, from 7am to 7pm, Eastern Standard Time during normal business operations. Support may include order status, delivery information, back-order information, pricing, product offerings/exclusions, contract compliance requirements and general product information as well as product support staff such as systems engineers and product specialists. The support staff may be required on-site, on an as-needed basis, and remotely (within the US) at all times when supporting County operations.

ITD will provide a listing of authorized County coordinators. The vendor's support team shall coordinate all new accounts, devices, equipment, and accessories only through the designated County coordinators. Additionally, all promotions, sales calls, changes to service, and billing issues shall be reviewed and authorized in writing by the County's account manager.

3.6.1 Public Safety Support Services

Miami-Dade Sheriff's Office and MDFR require 24 hours per day, seven days per week live (person) technical support from the service provider. This support shall include, but not be limited to, activating and network access issues. This is not associated with County disaster or Emergency Operations deactivating services, adding/removing features and troubleshooting services Center (EOC) activation.

3.6.2 Emergency Support Staff

In the event of a natural disaster or declared County emergency a vendor shall provide Emergency Support Staff services. The service shall, at a minimum, include two staff members capable of solving Local Services communications issues. Such staff shall report to the County's Emergency Operations Center (EOC) within two (2) hours following a County declared emergencies and shall be capable of staffing the EOC 24 hours per day, seven (7) days per week, with personnel rotating every 12 hours, unless otherwise instructed by the County. During any hurricane events, Emergency Support Staff shall be deployed 24 hours prior to the scheduled hurricane arrival and remain until dismissed by EOC personnel once emergency conditions have passed. If curfew is declared, the Emergency Support Staff shall work with County team to accelerate system restoration by working during curfews via escorts.

3.6.4 Emergency Local Services Availability

In the event of natural disaster, special County need (elections, conventions, festivals, etc.), or period of emergency, as declared by State and local emergency preparedness agencies, the County may require additional Local Services (voice call capable) and the Contractor will use commercially reasonable efforts to provide such services . It is the County's intention to suspend/deactivate any additional Local Services provided at termination of the usage period.

3.6.5 Service Management

Designated Florida based Service Management to assist the County in escalating tickets and other duties as assigned.

3.7 Removal of Legacy Services

The Parties acknowledge that communications technology is a rapidly changing environment which warrants ongoing review of technological developments. Accordingly, if requested by Customer, AT&T and Customer will meet to discuss emerging technologies, new features, functionality and solutions that may be available to Customer from AT&T. In the event Customer determines that Service enhancements, modifications or replacements appear to be appropriate, the Parties will enter into negotiations regarding the purchase and provision of such Services.

3.8 Equipment/Hardware

To facilitate the execution of services as outlined in this Appendix A, the County reserves the right to purchase any necessary equipment or hardware.

3.9 Facility Construction

To ensure the delivery of services as specified in this Appendix A, the County may require construction services from the vendor. This encompasses new construction, renovations, repairs, and any other building-related activities necessary for operational efficiency.

APPENDIX B – PRICING SCHEDULES

ATTACHMENT A – E-RATE RIDER

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E-Rate Rider

ATTACHMENT TO [Telecommunication Services] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by [Insert name of AT&T affiliate] (AT&T) and (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.

4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.

5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of it's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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E-Rate Rider

6. Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope; ***Customer desires that Services commence on or about July 1 unless a different date is inserted here*** . AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination; if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. **Terms of Equipment Usage**

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specifc customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. **Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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E-Rate Rider

replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

10. **Unforeseen Special Construction Charges**
- AT&T affirms that it has conducted due diligence to verify all costs associated with our proposal. However, if during the provisioning or installation process, the need for special construction to enable service installation at a site arises, the applicant shall have the option to amend the contract to remove the affected site without incurring any termination liability.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of $9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

11. **USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: http://usac.org/sl/applicants/step06/default.aspx. .

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

12. **Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in

ILLUSTRATIVE - SUBJECT TO CHANGE

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

at&t

E-Rate Rider

which charges may be invoiced.

13. **Invoice Timing**
No time limitation in the Agreement respecting late invoicing of non-discounted charges shall apply to invoicing for eRate-eligible Services.

14. **Contract Requirements.**
FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ **IF THIS BOX IS CHECKED,** THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original Attachment>.**

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ILLUSTRATIVE - SUBJECT TO CHANGE

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

EXHIBIT A -
CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

AT&T Enterprises LLC does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Erik W. Lindborg

Title of Bidder's/Proposer's Authorized Representative: Assistant Vice President FL & TX SLED

Signature of Bidder's/Proposer's Authorized Representative:

Date: 2/26/25

Est. 12282023

Miami -Dade County MA No. _____
AT&T MA Reference No. 201306277723UA

AGREEMENT

Customer	**AT&T**
Miami-Dade County Street Address: 111 NW 1st Street City: Miami State/Province: FL Zip Code: 33128 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87TH AVE City: Miami State/Province: FL Zip Code: 33173 Country: USA Telephone: 305-596-8941 Email: juan.aguirre@miamidade.gov	Name: Mario Ruiz Street Address: 13450 W Sunrise Blvd City: Sunrise State/Province: FL Zip Code: 33323 Country: USA Telephone: 954-806-2467 Email: MR2673@att.com Sales/Branch Manager: Lizmary Whyte SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SE **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This AT&T Signature Page ("Signature Page") is effective on, or if not signed on the date last signed ("Effective Date") between ("Customer") and AT&T Enterprises, LLC ("AT&T"). This Signature Page is subject to the terms and conditions set forth Miami-Dade County MA No. BW-10491, AT&T MA Reference No. 201306277723UA. Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected.

Document(s) Appended:

AT&T Pricing Schedule(s) for the following service(s):

- Addendum to AT&T ILEC Intrastate Pricing Schedule - Business Lines
- Analog Private Line (APL)
- Addendum to AT&T ILEC Intrastate Pricing Schedule – Centrex
- Addendum to Pricing Schedule - Flat Rate Megalink, Channelized Megalink, Channelized Megalink on Lightgate
- Addendum Agreement - Bundled LightGate
- Addendum to AT&T ILEC Intrastate Pricing Schedule – Trunks
- Addendum to AT&T ILEC Intrastate Pricing Schedule - Flat Rate PRI
- AT&T ILEC Intrastate Pricing Schedule – SMARTRing

- AT&T Switched Ethernet Services (INTRASTATE) Pricing Schedule
- AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE Pricing Schedule
- AT&T Dedicated Internet Pricing Schedule
- AT&T VPN Service Pricing Schedule
- AT&T ESInetTM (Emergency Services IP Network) Pricing schedule
- AT&T HIGH SPEED INTERNET - Enterprise Pricing Schedule

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By: Wes Anderson James Wesley Anderson Digitally signed by James Wesley Anderson Date: 2025.09.18 23:01:04 -04'00'
Name:	Name: Wes Anderson
Title:	Title: President Public Sector
Date:	Date: 9/18/2025

vd180p

Addendum to AT&T ILEC Intrastate Pricing Schedule

AT&T MA Reference No.201306277723UA

CUSTOMER ("Customer")	AT&T ("AT&T")
County of Dade Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 3173 Billing Address Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33173	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: JUAN AGUIRRE Title: Division Director Telephone: (305) 596-8941 Fax: Email: juan.aguirre@miamidade.gov Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33173	Name: MARIO RUIZ Title: Client Solutions Executive Telephone: 9548062467 Fax: Email: mr2673@att.com Attention: Erik Lindborg / Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Addendum to AT&T ILEC Intrastate Pricing Schedule

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and County of Dade ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL02-C973-03. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on:02/11/2026.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Addendum to AT&T ILEC Intrastate Pricing Schedule

Service description:

This Pricing schedule addendum offers an extension to the service period of the Customer's existing Business lines as part of Basic Local Exchange Service.

This Addendum provides for a thirty-six (36) month service period from the acceptance of this Addendum by the Company.

Addendum to AT&T ILEC Intrastate Pricing Schedule

RATES AND CHARGES
The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL24-0267-00

USOC Description	USOC	Unit Non-Recurring Charge	Unit Monthly Rate
ESC - Three-Way Calling	ESC	$.00	$6.75
ESCWT - Three-Way Calling with Transfer	ESCWT	$.00	$6.75
ESF - Speed Calling (30-code) - Line	ESF	$.00	$6.75
ESM - Call Forwarding Variable - Line	ESM	$.00	$6.75
ESX - Call Waiting	ESX	$.00	$6.75
GCE - Call Forwarding Busy Line	GCE	$.00	$2.70
GCJ - Call Forwarding Don't Answer	GCJ	$.00	$2.70
GCZ - Remote Access Call Forwarding Variable	GCZ	$.00	$2.70
MFB - Business Multiline	MFB	$.00	$34.00
MFBCL - Business Multiline - with Caller ID	MFBCL	$.00	$34.00
NSD - Caller ID - Basic	NSD	$.00	$11.00
NSS - Call Return	NSS	$.00	$6.75
HTG - Hunting	HTG	$.00	$.00
NXECR - Enhanced Caller ID with ACR	NXECR	$.00	$13.50
NXMCR - Caller ID - Deluxe with ACR	NXMCR	$.00	$13.50
NXMMN - Caller ID - Deluxe w/o ACR (per line MultiLine Hunt Groups)	NXMMN	$.00	$13.50

Addendum to AT&T ILEC Intrastate Pricing Schedule

RCA - Remote Call Forwarding-Adl Cap Interstate Svc, Measured, Remote Call Forwarding-Adl Cap Interstate Svc	RCA	$.00	$27.75
RCFVF - Remote Call Forwarding-Measured Local, Measured, Remote Call Forwarding-Measured Local	RCFVF	$.00	$27.75
Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC/Description	MRC	
	Year 2	Year 3
MFB - Business Multiline	$47.00	$63.00
RCA - Remote Call Forwarding-Adl Cap Interstate Svc, Measured, Remote Call Forwarding-Adl Cap Interstate Svc	$38.00	$51.00
RCFVF - Remote Call Forwarding-Measured Local, Measured, Remote Call Forwarding-Measured Local	$38.00	$51.00

Addendum to AT&T ILEC Intrastate Pricing Schedule

1.All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed but may be found in the appropriate Company tariff.

1. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

2. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

State	Line Connection Charge, First Line	Line Connection Charge, Additional Lines	Contract Preparation Charge* (USOC WGGVF)	
Florida	$75.00	$75.00	$423.00	each
*Upon Customer's request to disconnect all Service prior to the expiration of the selected term, Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above.				

4. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

There are no other addition, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full form and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

AT&T MA Reference No. 201306277723UA

Customer	**AT&T**
MIAMI DADE COUNTY Street Address: 3140 NW 76TH ST City: MIAMI State/Province: FL Zip Code: 33147 Country: United States	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☐ **Primary Contact AT&T**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87th Avenue City: Miami State/Province: FL Zip Code: 33173 Country: United States Telephone: 305-596-8941 Fax: Email: juan.aguirre@miamidade.gov Customer Account Number or Master Account Number:	Name: Mario Ruiz Street Address: 600 NW 79th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: United States Telephone: 954-806-2467 Fax: Email: mr2673@att.com Sales/Branch Manager: Erik Lindborg SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: USA With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. The customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Please sign by 02/11/2026

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

1. **SERVICE**: This Pricing schedule addendum offers an extension to the service period of the Customer's existing Analog private line voice-grade circuits.

2. **TERM**: This Addendum provides for a Thirty-six (36) month service period from the acceptance of this Addendum by the Company.

All terms and conditions of Pricing Schedule FL06-E626-00 apply to this Addendum unless modified herein

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

3. RATES AND CHARGES;

3.1 Rates and Charges

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this Pricing Schedule are listed on the "RATES AND CHARGES" pages below.

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL24-0251-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
MFB - Business Multiline	MFB	$.00	$63.00
1L3QE, Mileage Private Line Channel	1L3QE	$0. 00	$3.09
1LPGE, Loc Channel Different Building Continuous Property-.10 Mile	1LPGE	$0.00	$3.09
24A9J, Pvt Ln Ch, Same Bldg-Type 1109	24A9J	$0.00	$3.09
2679J, Private Line Channel-Addl Stn Same Prem-Type 1009, 1109	2679J	$0.00	$7.75
2SE1Q, Pvt Ln Ch, Same Bldg-Type 2101	2SE1Q	$0.00	$5.22
2SEEX, Pvt Ln Ch, Same Bldg-Type 2122	2SEEX	$0.00	$10.46
3LBAS, IntraLATA Private Line Svc, Interofc Ch, Sub-Voice Grade	3LBAS	$0.00	$55.00
3LBBS, IntraLATA Private Line Svc, Interoffice Ch, Voice Grade	3LBBS	$0.00	$69.68
4SE1X, Pvt Ln Ch-Connects Additional Stations to Local Ch-Type 2001	4SE1X	$0.00	$2.74
BQ9, Pvt Line, Voice Grade Bridge	BQ9	$0.00	$10.00
CTG, Private Line Svc, Circuit Term	CTG	$0.00	$0.00
MPG1X, Multi-Stn Non-Key System Term Type 2101	MPG1X	$0.00	$9.00
MPH1X, Multi-Station Key System Term Type 2001	MPH1X	$0.00	$9.00
MPJ1X, Pvt Line Multi Station Charge per Configuration, Type 2101	MPJ1X	$0.00	$35.00
NWL, Pvt Line No of Working Loops	NWL	$0.00	$0.00
P1JAX, IntraLATA Pvt Line Sub-Voice Grade Local Channel	P1JAX	$0.00	$45.00
P2JHX, IntraLATA Private Line Voice Grade Local Channel	P2JHX	$0.00	$85.54
P2JMX, IntraLATA Private Line Voice Grade Local Channel	P2JMX	$0.00	$54.48
P2JNX, IntraLATA Private Line Voice Grade Local Channel	P2JNX	$0.00	$0.00
P2JQX, IntraLATA Private Line Voice Grade Local Channel	P2JQX	$0.00	$125.00

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Addendum to AT&T ILEC Intrastate Pricing Schedule

P2JUX, IntraLATA Private Line Voice Grade Local Channel	P2JUX	$0.00	$101.36
P2JWX, IntraLATA Private Line Voice Grade Local Channel	P2JWX	$0.00	$125.00
PYCNL, IntraLATA Pvt Ln-Voice Grade-Intraexchange	PYCNL	$0.00	$0.00
PYCNS, IntraLATA Pvt Ln-Voice Grade-Intraexchange	PYCNS	$0.00	$0.00
PYCQS, IntraLATA Pvt Line-Voice Grade	PYCQS	$0.00	$0.00
PYCUL, IntraLATA Pvt Ln-Voice Grade-Intraexchange	PYCUL	$0.00	$0.00
PYCWL, IntraLATA Pvt Ln-Voice Grade-Intraexchange	PYCWL	$0.00	$0.00
PYKAL, IntraLATA Pvt Line-Sub Voice Grade-Intraexchange	PYKAL	$0.00	$0.00
RDLVC, Recorder Coupler-Voice Ctrld	RDLVC	$0.00	$7.25
SAU, IntraLATA Pvt Line-Type B Signaling Arrangement	SAU	$0.00	$8.50
SAY, IntraLATA Pvt Line-Type C Signaling Arrangement	SAY	$0.00	$1.60
SDD2X, IntraLATA Pvt Line, Direct Served Channel Voice Grade	SDD2X	$0.00	$18.00
SL2, Pvt Lne Spec Routing-2 or more Pvt Lines Over Diff Routes	SL2	$0.00	$23.00
SL5, IntraLATA Pvt Line, Automatic Ringdown Signaling Arrgmnt	SL5	$0.00	$25.35
SLM, IntraLATA Pvt Line, E&M Signaling Arrangement	SLM	$0.00	$18.00
WBB6V, Pvt Line Interofc Voice Grade per Mile	WBB6V	$0.00	$4.04
WCCVK, Sub-voice Private Line IOC 9-25 Miles	WCCVK	$0.00	$67.72
WVVHV, Interoffice channel mileage voice grade service, series 2000, 9-25 Miles, fixed charge	WVVHV	$0.00	$99.79
WVVHW, Interoffice channel mileage voice grade service, series 2000, 9-25 Miles, per mile	WVVHW	$0.00	$3.19
Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC/Description	MRC	
	Year 2	Year 3
3LBBS, IntraLATA Private Line Svc, Interoffice Ch, Voice Grade,	$93.00	$122.00
P2JMX, IntraLATA Private Line Voice Grade Local Channel,	$73.00	$96.00
P2JUX, IntraLATA Private Line Voice Grade Local Channel,	$136.00	$178.00
SL5, IntraLATA Pvt Line, Automatic Ringdown Signaling Arrgmnt,	$34.00	$45.00
WBB6V, Pvt Line Interofc Voice Grade per Mile,	$5.00	$7.00
MFB - Business Multiline	$47.00	$63.00

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

4. WAIVED NON-RECURRING CHARGES

State	Line Connection First	Line Connection Additional	USOC *WGGVF	
Florida	$75.00	$75.00	$423.00	each
*Upon Customer's request to disconnect all Service prior to the expiration of the selected term, Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above.				

5 . SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

6. During the Term, an AT&T ILEC Service (referred to as the "Terminated ILEC Service") provided under this Pricing Schedule Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then Early Termination Charges associated with the Termination of the ILEC Services will be waived provided:

1. The Terminated ILEC Services has been installed at the Customer site for no fewer than 3 months
2. The term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service.
3. The Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service.
4. The Replacement Service is contracted for in the same relative quantities as those Terminated ILEC Services being displaced, and
5. The activation of the Replacement Service at the Customer sites or for Customer use at such Customer Sites occurs within 90 days of termination of the ILEC Services at that site.

It is at the Company's sole determination whether a product change satisfies these requirements.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and /or AT&T affiliated companies.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

AT&T MA Reference No. 201306277723UA

Customer	AT&T
MIAMI DADE COUNTY Street Address: 5680 SW 87th Ave City: MIAMI State/Province: FL Zip Code: 33147 Country: United States	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☐ **Primary Contact AT&T**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87th Ave City: Miami State/Province: FL Zip Code: 33173 Country: United States Telephone: 305-596-8941 Fax: Email: Juan.Aguirre@miamidade.gov Customer Account Number or Master Account Number:	Name: Mario Ruiz Street Address: 600 NW 79th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: **United States** Telephone: 954-806-2467 Fax: Email: mr2673@att.com Sales/Branch Manager: Erik Lindborg SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: USA With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Please sign by 02/11/2026

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

SERVICE: This Pricing schedule addendum offers an extension to the service period of the Customer's existing Centrex.

TERM: This Addendum provides for a thirty-six (36) months service period from the acceptance of this Addendum by the Company.

All terms and conditions of Pricing Schedule FL02-E371-02 apply to this Addendum unless modified herein.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL24-0250-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
ATNCS - Per Telephone number Assigned	ATNCS	$.00	$.15
CENAA - Standard Features	CENAA	$.00	$4.50
CENO2 - Remote Access to Call Fowarding	CENO2	$.00	$7.75
HSHCH - Hunting - Multiline Hunt - Circular	HSHCH	$.00	$.00
HTG - Hunting - Series Completion Circular: per Line	HTG	$.00	$.00
M1ACC - Customized Common Equipment	M1ACC	$.00	$405.00
M1ACS - Standard Common Equipment	M1ACS	$.00	$405.00
M1FCX - Different Premises, Continuous Property	M1FCX	$.00	$10.05
M1FNX - Different Premises, Non-Continuous Property	M1FNX	$.00	$10.05
M3AMA - Hunting - Multiline Hunt - Regular	M3AMA	$.00	$.00
M4LFA - Station Links	M4LFA	$.00	$10.05
M4LFH - Equipped with Caller ID	M4LFH	$.00	$10.05
M9QCX - Combination NAR	M9QCX	$.00	$17.26
CENK5 - Basic Class of Service	CENK5	$.00	$.00
CENK1- Basic Class of Service	CENK1	$.00	$.00
CENKD- Basic Class of Service	CENKD	$.00	$.00
CENKE- Basic Class of Service	CENKE	$.00	$.00
PGSA7 - End User Common Line Equivalent Surcharge	PGSA7	$.00	$8.09
Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC Description	**Unit Monthly Rate**	
	Year 2	Year 3
CENAA - Standard Features	$5.35	$5.35
M1ACC - Customized Common Equipment	$2,000.00	$2,000.00
M1ACS - Standard Common Equipment	$2,000.00	$2,000.00

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate Guidebook.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate notes associated with each rate element apply as specified in the Guidebook.

4. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

State	USOC CENAA	USOC M1ACS	USOC M1ACC	Line Connection First	Line Connection Additional	USOC *WGGVF	
Florida	$19.50	$600.00	$750.00	$75.00	$75.00	$423.00	each

5. Notice of Withdrawal

Service and Service Component Withdrawals during Agreement Term	
Prior Notice Required from AT&T to Withdraw and Terminate Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

6.0 Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

6.1 the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
6.2 the Minimum Payment Period for the Replacement Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
6.3 the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
6.4 activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

AT&T

Addendum to Pricing Schedule

AT&T MA Reference No. 201306277723UA

CUSTOMER ("Customer")	AT&T ("AT&T")
MIAMI DADE COUNTY Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33173 **Billing Address** Street Address: 5680 SW 87th Avenue City: Miami State: FL Zip Code: 33173	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	**AT&T Sales Contact Information and for Contract Notices**
Name: Juan Aguirre Title: Division Director Telephone: 305-596-8941 Fax: Email: juan.aguirre@miamidade.gov Street Address: 5680 SW 87th Avenue City: Miami State: FL Zip Code: 33173	Name: Mario Ruiz Title: Client Solutions Executive Telephone: (954) 806-2467 Fax: Email: MR2673@ATT.COM Attention: Erik Lindborg / Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Addendum ("Addendum") changes existing Contract Service Arrangement FL02-G120-00 to a Pricing Schedule.

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and MIAMI DADE COUNTY ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL02-G120-00. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

AT&T

Addendum to Pricing Schedule

Offer Expiration: This offer shall expire on:02/11/2026.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Service description:

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	**Service Provider(s)**	**Service Publication(s) (incorporated by reference)**	**Service Publication Location(s)**
Megalink Service	AT&T Florida	AT&T Florida Guidebooks, including Private Line Guidebook, Section B9	http://cpr.att.com/pdf/fl/product_line.htm

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	on the Effective Date
Start Date of Minimum Payment Period, per Service Component	later of installation of the Service Component or the Effective Date
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates following end of Minimum Payment Period	applicable Service Publication rates then in effect

3. MINIMUM PAYMENT PERIOD; MINIMUM RETENTION PERIOD

Service Components	**Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges***	**Minimum Payment Period per Service Component**	**Minimum Retention Period per Service Component**
All Service Components	50%	36 months**	36 months**
* Termination Charge will not apply to an Installed Service Unit or its associated Service Components if at least 36 months have passed since the terminated Service Component was initially installed.			

AT&T

Addendum to Pricing Schedule

State	Installed Service Units
Florida	Megalink Service

4. ADDS; MOVES

4.1 Adds

Orders for additional Service Components in the RATES AND CHARGES pages ("Adds") are permitted during the Pricing Schedule Term.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; MINIMUM QUANTITY COMMITMENT

5.1 Rates and Charges

See RATES AND CHARGES pages.

AT&T

Addendum to Pricing Schedule

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL24-0252-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
1LDPA - Additional 1/2 Mile	1LDPA	$.00	$43.00
1LDPA - Additional 1/2 Mile - null - Zone null	1LDPA	$.00	$43.00
1LDPZ - First 1/2 Mile	1LDPZ	$.00	$95.05
1LDPZ - First 1/2 Mile - null - Zone null	1LDPZ	$.00	$95.05
1LNO2 - Fixed Charge - 9 to 25 Miles	1LNO2	$.00	$59.75
1LNOB - Charge per Mile - 9 to 25 Miles	1LNOB	$.00	$16.50
CCOEF - Clear Channel Capability - Extended Superframe - null - Zone null	CCOEF	$.00	$.00
CCOEF - Clear Channel Capability - Extended Superframe	CCOEF	$.00	$.00
MGLPV - Premises Visit Charge	MGLPV	$.00	$.00
MGLPV - Premises Visit Charge - null - Zone null	MGLPV	$.00	$.00
MGLSE - Service Establishment Charge - null - Zone null	MGLSE	$.00	$.00
MGLSE - Service Establishment Charge	MGLSE	$.00	$.00
VUM24 - 24 Voice Equivalent Channels - null - Zone null	VUM24	$.00	$189.00
VUM48 - 48 Voice Equivalent Channels - null - Zone null	VUM48	$.00	$280.00
VUM96 - 96 Voice Equivalent Channels - null - Zone null	VUM96	$.00	$510.00
WCC2X - MegaLink Single Rate	WCC2X	$.00	$264.00
1PQWF - Analog Voice Data Feat at CO	1PQWF	$.00	$12.92
1PQWS - Station Line Feature at CO	1PQWS	$.00	$8.10
1PQWU - Analog Trunk Feature at CO	1PQWU	$.00	$3.00
NQJ - Local Flat Rate NAR Usage LightGate Inward	NQJ	$.00	$12.00
NQM - MegaLink Channel NAR Flat Rate 2Way	NQM	$.00	$14.00
WCCK1 - MegaLink Local Channel Addl .5 Mile	WCCK1	$.00	$79.00
Rates and charges above are in addition to any tariff rates and charges that may apply.			

AT&T

Addendum to Pricing Schedule

USOC/Description	MRC	
	Year 2	Year 3
1LDPZ - First 1/2 Mile - null - Zone null	$95.05	$95.05
1LDPA - Additional 1/2 Mile - null - Zone null	$43.00	$43.00
VUM24 - 24 Voice Equivalent Channels - null - Zone null	$189.00	$189.00
VUM48 - 48 Voice Equivalent Channels - null - Zone null	$280.00	$280.00
VUM96 - 96 Voice Equivalent Channels - null - Zone null	$540.00	$540.00
1LNO2 - Fixed Charge - 9 to 25 Miles	$59.75	$59.75
1LNOB - Charge per Mile - 9 to 25 Miles	$22.00	$22.00
WCC2X - MegaLink Single Rate, ,	$375.00	$518.00
1PQWU - Analog Trunk Feature at CO	$4.00	$6.00
NQM - MegaLink Channel NAR Flat Rate 2Way, ,	$20.00	$28.00

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Waived Non-recurring Charges

Non-recurring Charges listed below will not apply upon installation. However, if Service Components are disconnected prior to the expiration of the Minimum Retention Period, Customer will pay Non-recurring Charges that were waived at installation.

State	W32B9	W32BZ	Contract Preparation Charge* (USOC WGGVF)	
Florida	$75.00	$75.00	$423.00	each
* Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above if Customer terminates Service or Service Component prior to Cutover of the first Service Component required to be installed during the Pricing Schedule Term.				

7. Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	Megalink Service

AT&T

Addendum to Pricing Schedule

8 Service Locations:

Service Locations	
Location A	**Location Z**
5680 SW 87th Avenue, Miami, FL	111 NW 1st Street, Miami, FL

9 SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

There are no other additions, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

Contract ID FL25-0250-00

Addendum to Pricing Schedule

AT&T MA Reference No. 201306277723UA

CUSTOMER ("Customer")	AT&T ("AT&T")
MIAMI DADE COUNTY Street Address: 3140 NW 76TH ST City: MIAMI State: FL Zip Code: 331475427 **Billing Address** Street Address: 5680 SW 87th Ave City: MIAMI State: FL Zip Code: **33173**	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	**AT&T Sales Contact Information and for Contract Notices**
Name: Juan Aguirre Title: Division Director Telephone: 3055968941 Fax: Email: Juan.Aguirre@miamidade.gov Street Address: 5680 SW 87th Ave City: MIAMI State: FL Zip Code: 33173	Name: Mario Ruiz Title: Telephone: 9548062467 Fax: Email: mr2673@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. The customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and MIAMI DADE COUNTY ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL02-1535-03. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

Contract ID FL25-0250-00

Addendum to Pricing Schedule

Offer Expiration: This offer shall expire on: 02-11-2026

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Addendum to Pricing Schedule

Service description:

This Pricing Scheduled addendum agreement provides intrastate, intraLATA BellSouth® LightGate® 1 service:

This Addendum provides for a thirty-six (36) month service period

All terms and conditions of Pricing Scheduled FL02-1535-03 apply to this Addendum unless modified herein.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.

AT&T

Addendum to Pricing Schedule

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL25-0250-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
1LPEA - Each Additional System One-Half Mile	1LPEA	$.00	$.00
1PQE8 - Per DS1 (1PQE8)	1PQE8	$.00	$.00
HFSC7 - LightGate 1 (DS3) System	HFSC7	$.00	$.00
HFSO3 - OC-3 Local Channel System	HFSO3	$.00	$.00
WCC2W - OC3 LightGate Single Rate	WCC2W	$.00	$2,400.00
WCC2U - LighGate 1 Single Rate	WCC2U	$.00	$1,920.00
Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC/Description	MRC	
	Year 2	Year 3
WCC2W - OC3 LightGate Single Rate, ,	$3,000	$3,750
WCC2U - LightGate 1 Single Rate,	$2,400	$3,000

Addendum to Pricing Schedule

1. All rules and regulations for LightGate Service from Sections B2 & B7 of the Private Line Services Tariff (PLST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed but may be found in the appropriate Company tariff. Examples of other rate elements are FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. If any of the services provided under this Agreement are cancelled prior to the beginning of the selected service period, Customer will be liable for all capital expenses incurred by Company in provisioning this service, as of the date the order is cancelled by Customer.

3. Non-Tariff rate elements provided under this Agreement may be converted to tariff service upon approval of a tariff in this State, or Customer may elect to continue the Agreement until the end of the Contract, at which time the rate elements must be converted to tariff rates.

4. A termination liability charge will be applicable if services provided under this Agreement are disconnected prior to the end of the chosen service period. For non-tariff service, Customer has two payment options:
   a. Continue paying monthly for the remainder of the chosen service period.
   b. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

5. A Contract Preparation Charge will not apply upon initial installation; however, if service is disconnected prior to expiration of this Agreement, the Customer will pay a Contract Preparation Charge of $.00 in addition to applicable termination liability charges.

6. The following nonrecurring charges will not apply upon initial installation. However, if LightGate service is disconnected prior to the expiration of this Agreement, then Customer will pay nonrecurring charges as identified below subject to conditions as specified in this Agreement:

7. The following non-recurring charges will not apply upon initial installation. However, if LightGate service is disconnected prior to the expiration of this Agreement, then Customer will pay nonrecurring charges as identified below:

USOC	Description	Nonrecurring Charge	
HFSC7	LightGate 1 Basic System, Per System	$300.00	each
HFSO3	LightGate OC-3 Basic System, Per System	$700.00	each
1PQE8	LightGate Local Channel Systems, CO Channel Interfaces, Per DS1	$125.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of $423.00.

8. These rates and charges are in addition to any tariff rates and charges that may apply.

Addendum to Pricing Schedule

9. The implementation of LightGate service is location specific and could result in the assessment of special construction charges. A Company internal service inquiry process will determine if special construction charges are applicable. If special construction charges apply, the amount of the special construction charge will be quoted to the Customer prior to the commencement of implementation activities.

NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/ Service Components	LightGate service

There are no other additions, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

AT&T

Addendum to Pricing Schedule

AT&T MA Reference No. 201306277723UA

CUSTOMER ("Customer")	AT&T ("AT&T")
MIAMI DADE COUNTY Street Address: 3140 NW 76TH ST City: MIAMI State: FL Zip Code: 331475427 **Billing Address** Street Address: 5680 SW 87th Ave City: Miami State: FL Zip Code: **33173**	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	**AT&T Sales Contact Information and for Contract Notices**
Name: Juan Aguirre Title: Division Director Telephone: 3055968941 Fax: Email: Juan.Aguirre@miamidade.gov Street Address: 5680 SW 87th Ave City: Miami State: FL Zip Code: 33173	Name: Mario Ruiz Title: Client Solutions Executive Telephone: 9548062467 Fax: Email: mr2673@att.com Attention: Erik Lindborg / Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. The customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and MIAMI DADE COUNTY ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL02-D261-02. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

AT&T

Addendum to Pricing Schedule

Offer Expiration: This offer shall expire on:12/26/2025.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Service description:

SERVICE: This Pricing schedule Addendum offers an extension to the service period of the Customer's existing Trunks as part of Basic Local Exchange Service, MegaLink service.

TERM: This Addendum provides for a thirty-six (36) month service period from the expiration date of the existing Agreement.

All terms and conditions of Pricing Schedule FL02-D261-02 apply to this Addendum unless modified herein.

AT&T

Addendum to Pricing Schedule

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL25-0249-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
HTG - Hunting	HTG	$0.00	$0.00
TFC - Combination Trunk	TFC	$0.00	$55.50
NQP - MegaLink Channel NAR Flat Rate Incoming	NQP	$0.00	$14.00
NQT - MegaLink Channel Flat Rte Out	NQT	$0.00	$14.00
Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC/Description	MRC	
	Year 2	Year 3
TFC - Combination Trunk	$80	$112

AT&T

Addendum to Pricing Schedule

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed but may be found in the appropriate Company tariff.

2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

3. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

State	Line Connection Charge, First Line	Line Connection Charge, Additional Lines	Contract Preparation Charge* (USOC WGGVF)	
Florida	$75.00	$75.00	$423.00	each
*Upon Customer's request to disconnect all Service prior to the expiration of the selected term, Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above.				

4.SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

There are no other additions, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

AT&T MA Reference No. 201306277723UA

CUSTOMER ("Customer")	AT&T ("AT&T")
MIAMI DADE COUNTY Street Address: 5680 SW 87th Ave City: MIAMI State: FL Zip Code: 33173 **Billing Address** Street Address: 5680 SW 87th Ave City: Miami State: FL Zip Code: **33173**	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	**AT&T Sales Contact Information and for Contract Notices**
Name: Juan Aguirre Title: Division Director Telephone: 305-596-8941 Fax: Email: juan.aguirre@miamidade.gov Street Address: 5680 SW 87th Ave City: Miami State: FL Zip Code: 33173	Name: Mario Ruiz Title: Client Solutions Executive Telephone: 954-806-2467 Fax: Email: mr2673@att.com Attention: Erik Lindborg / Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. The customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and MIAMI DADE COUNTY ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL02-C882-02. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

Offer Expiration: This offer shall expire on: 02/11/2026.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

Service description:

This Addendum Agreement offers an extension to the service period of the Customer's existing Primary Rate ISDN - Voice/Data (Standard) service. Primary Rate ISDN - Voice/Data (Standard) service with usage sensitive pricing.

This Addendum provides for a thirty-six (36) month service period from the acceptance of this Addendum by the Company.

Growth Clause For Primary Rate ISDN service -

(a) Circuits may be added during the first twelve (12) of the Agreement or by 12/30/2025, whichever is earlier, at the MRC & NRC rates approved herein, and will be coterminous with the initial term of the Agreement.
(b) Any circuits added after 12 months, but before 12/30/2025, will require a full 36 month contract term (non-coterminous add to existing contract).
(c) No Moves, Adds or Changes can be made after December 30, 2025. Renewals of existing circuits only.
(d) Growth pricing assumes that facilities exist, and no extraordinary costs are to be incurred in provisioning the service.

All terms and conditions of Contract Service Arrangement Agreement FL02-C882-02 apply to this Addendum unless modified herein.

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL24-0268-00		
USOC Description	**USOC**	**Unit Non-Recurring Charge**	**Unit Monthly Rate**
1LD1E - Access Line	1LD1E	$.00	$.00
PR71V - Interface - Voice/Data (Standard)	PR71V	$.00	$.00
PR7BV - B-Channels - Voice/Data (Standard)	PR7BV	$.00	$.00
PR7CN - Calling Name Delivery Feature	PR7CN	$.00	$10.00
PR7EX - D-Channels	PR7EX	$.00	$.00
PR7OF - Overflow Feature for Voice/Data Arrangements	PR7OF	$.00	$20.00
PR7TF - Voice/Data - Digital Data Inward/2-way	PR7TF	$.00	$.10
WDDKR - Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71V,23-PR7BV)	WDDKR	$.00	$610.00
The Rates and charges above are in addition to any tariff rates and charges that may apply.			

USOC/Description	MRC	
	Year 2	Year 3
WDDKR - Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71V,23-PR7BV)	$787.00	$1,007.00

AT&T

Addendum to AT&T ILEC Intrastate Pricing Schedule

1. All rules and regulations for Primary Rate ISDN service as set forth in the General Exchange Guidebooks are applicable to this Agreement with the exception that volume discounts as outlined in the Guidebook do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed but may be found in the appropriate Company Guidebook. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Apply five End User Common Line Charges for each Primary Rate Interface.

3. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

State	USOC 1LD1E	USOC PR71V	USOC PR7BV	USOC *WGGVF	
Florida	$875.00	$110.00	$5.00	$423.00	each
*Upon Customer's request to disconnect all Service prior to the expiration of the selected term, Customer will pay a one-time Contract Preparation Charge in the amount(s) stated above.					

4. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

There are no other addition, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full form and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

ILEC INTRASTATE SERVICES PRICING SCHEDULE

Provided Pursuant to Custom Terms

AT&T MA Reference No. 201306277723UA

Customer	**AT&T**
MIAMI DADE COUNTY Street Address: 3140 NW 76TH ST City: State/Province: FL Zip Code: 331475427 Country: United States	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Email:	Name: Mario Ruiz Street Address: 600 NW 79th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: USA Telephone: 954-806-2467 Email: mr2673@att.com Sales/Branch Manager: SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: Southeast **With a copy (for Notices) to**: AT&T Enterprises, LLC 208 S. Akard St. Dallas, TX 75202 ATTN: Master Agreement Support Team **Email:** mast@att.com

This Pricing Schedule is for the service(s) identified below ("Service").

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than 10%** of the total traffic on any Service.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

Please sign by November 03, 2025.	**ILEC INTRASTATE SERVICES PRICING SCHEDULE** **Provided Pursuant to Custom Terms**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Interstate Broadband Services	AT&T Florida	AT&T Internet Access Guidebook, including Part 11, Section 7	https://cpr.att.com/pdf/is/0011-0007.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	June 30, 2027
Start Date of Minimum Payment Period, per Service Component	Effective Date of this Pricing Schedule
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Applicable Charges	Minimum Payment Period per Service Component
All Ring level Service Components (Service Component Numbers 1-9 in A-1 of Attachment A)	50% plus of the monthly recurring charges plus any unpaid or waived non-recurring charges	36 months

4. ADDS; MOVES

4.1 Adds

Orders for Service Components in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Moves of Service Components not permitted.

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment A.

7. Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All individual components of the Service provided Service Components contained in this Pricing Schedule (each, a "Service Component")
Eligible Replacement Service(s)	AT&T VPN Service (AVPN), AT&T Dedicated Ethernet (ADE), AT&T Dedicated Internet (ADI), AT&T Switched Ethernet (ASE) including AT&T Switched Ethernet with Network on Demand (ASEoD), and/or AT&T Ultravailable® Network Service (UVN) (each an Eligible Replacement Service)
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service.	

8. Evolution of Services

Notwithstanding any other terms in the Agreement, Customer may terminate any Service Components provided pursuant to this Pricing Schedule (Affected Service) at any time following this Pricing Schedule Effective Date without incurring any early termination charges, provided that: (i) Affected Service is replaced with AT&T VPN Service (AVPN), AT&T Dedicated Ethernet (ADE), AT&T Dedicated Internet (ADI), AT&T Switched Ethernet (ASE) including AT&T Switched Ethernet with Network on Demand (ASEoD) and/or AT&T ESINet™ (each an Eligible Replacement Service) at the same Site(s); (ii) the Affected Service has been in service at the relevant Site for at least 48 months; (iii) the Minimum Payment Period for the Eligible Replacement Service is at least 36 months; and (iv) the Eligible Replacement Service contract has been fully executed prior to termination of the affected Service.

ATTACHMENT A

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

Miami-Dade County

A-1 Rates and Charges

Case Number	FL05-1617-03				
Service Component Number	USOC Description	USOC	Year 1 Unit Monthly Rate	Year 2 Unit Monthly Rate	Year 3 Unit Monthly Rate
1	SMARTRing Local Ch Mileage per .25 Air Mile	1HVAX	$55.12	$74.41	$100.45
2	SMARTRing Cust Node-OC-3 Cap	SHNC3	$582.75	$786.71	$1,062.05
3	SMARTRing 3-CO Node	SHNH3	$582.75	$786.71	$1,062.05
4	SMARTRing Cust Node-OC-12 Cap	SHNC1	$1,165.50	$1,573.43	$2,124.13
5	SMARTRing Alternate CO Mileage per .25 Air Mile	1HAAX	$111.30	$150.25	$202.84
6	SMARTRing Internodal Ch Mile per .25 Air Mile	1HNWX	$288.75	$389.81	$526.24
7	SMARTRing 12-CO Node	SHNH1	$1,165.50	$1,573.43	$2,124.13
8	SMARTRing Interoffice Ch Mile Fixed Rate	1HXFX	$28.35	$38.27	$51.67
9	SMARTRing Interoffice Ch Mile per .25 Air Mile	1HXAX	$18.38	$24.81	$33.49
10	SMARTRing CO Ch Interface per Flex DS1	SHNCQ	$16.28	$21.98	$29.67
11	SMARTRing Cust Ch Interface per Flex DS1	SHN1Q	$17.58	$23.73	$32.04
12	SMARTRing CO Channel Interface per DS1	SHNCB	$56.70	$76.55	$103.34
13	SMARTRing Cust Ch Interface per DS1	SHNBB	$16.28	$21.98	$29.67
14	SMARTRing DS-1 STS1 Asym COCI	SHNCH	$21.00	$28.35	$38.27
Rates and charges above are in addition to any tariff rates and charges that may apply.					

End of Document

AT&T

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	**AT&T**
COUNTY OF MIAMI-DADE Street Address: 5680 SW 87TH AVE City: Miami State/Province: FL Zip Code: 33173 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87TH AVE City: Miami State/Province: FL Zip Code: 33173 Country: USA Telephone: 305-596-8941 Email: juan.aguirre@miamidade.gov	Name: Mario Ruiz Street Address: 13450 W Sunrise Blvd City: Sunrise State/Province: FL Zip Code: 33323 Country: USA Telephone: 954-806-2467 Email: mr2673@att.com Sales/Branch Manager: Lizmary Whyte SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SE **With a copy (for Notices) to:** AT&T Enterprises, LLC. 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.
On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in Attachment A.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service℠

1.1. AT&T Switched Ethernet Service℠

AT&T Switched Ethernet Participating Carrier(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee	AT&T Switched Ethernet Service℠ Guide (Service Guide)	https://cpr.att.com/pdf/commonEthServGuide.html
Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois		
Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana		
Michigan Bell Telephone Company, d/b/a AT&T Michigan		
Nevada Bell Telephone Company, d/b/a AT&T Nevada		
The Ohio Bell Telephone Company, d/b/a AT&T Ohio		
Pacific Bell Telephone Company, d/b/a AT&T California		
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas		
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin		
AT&T Enterprises, LLC. provides Service outside the AT&T ILEC Footprint (the 21 states referenced above), where available. AT&T Communications of New York provides intrastate Service in New York. AT&T Communications of Virginia, LLC provides intrastate Service in Virginia.	AT&T Switched Ethernet Service℠ Third Party Access (3PA Service Guide)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
TC Systems, Inc.: Massachusetts and Nevada	AT&T Business Service Guide AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Kentucky, Maryland, Massachusetts, Minnesota, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Utah, Virginia, and Washington		

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

1.2. Inside Wiring

Service	AT&T Inside Wiring

Service Provider	**Service Publication**	**Service Publication Location**
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service℠	AT&T Inside Wiring Service Attachment	https://cpr.att.com/pdf/publications/_Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction

Service Provider	**Service Publication**	**Service Publication Location**
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service℠	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATE

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MINIMUM PAYMENT PERIOD

Service Components	**Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges***	**Minimum Payment Period per Service Component**
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	Each Add will have its own Minimum Payment Period/Term.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components		Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A		As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	66% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term	
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)		

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

5. WAIVERS

Waived Charges	Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.

7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

7.1. Customer Work Orders

Customer may Add or Upgrade sites by contract amendment or by Customer Work Order (via Letter, Purchase Order or email from a customer-authorized person) that references this contract and includes the information set forth in Attachment A. Customer Work Orders are subject to the terms, rates, and charges provided herein, and are subject to service availability and AT&T order acceptance.

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

ATTACHMENT A – FLORIDA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
COUNTY OF MIAMI-DADE

A-1. Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
500 Mbps CIR - Business Critical Medium - Basic Only / OEM5H	0	4	$290.00	$1,160.00	$150.00	$0.00	$0.00
1000 Mbps CIR - Business Critical Medium - Basic Only / OEM1T	0	11	$305.00	$3,355.00	$150.00	$0.00	$0.00
500 Mbps CIR - RealTime - Basic Only / OEM5H	0	0	$363.00	$0.00	$150.00	$0.00	$0.00
1000 Mbps CIR - RealTime - Basic Only / OEM1T	0	0	$459.00	$0.00	$150.00	$0.00	$0.00
4 Mbps CIR - Business Critical Medium - Basic Only / OEMO4	0	2	$80.00	$160.00	$150.00	$0.00	$0.00
8 Mbps CIR - Business Critical Medium - Basic Only / OEMO8	0	5	$83.00	$415.00	$150.00	$0.00	$0.00
10 Mbps CIR - Business Critical Medium - Basic Only / OEM1O	0	25	$85.00	$2,125.00	$150.00	$0.00	$0.00
10 Mbps CIR - RealTime - Basic Only / OEM1O	0	0	$132.00	$0.00	$150.00	$0.00	$0.00
4 Mbps CIR - RealTime - Basic Only / OEMO4	0	0	$121.00	$0.00	$150.00	$0.00	$0.00
8 Mbps CIR - RealTime - Basic Only / OEMO8	0	0	$124.00	$0.00	$150.00	$0.00	$0.00
20 Mbps CIR - Business Critical Medium - Basic Only / OEM2O	0	203	$95.00	$19,285.00	$150.00	$0.00	$0.00

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
50 Mbps CIR - Business Critical Medium - Basic Only / OEM5O	0	31	$105.00	$3,255.00	$150.00	$0.00	$0.00
Customer Port Connection - 100 Mbps – Basic / OEM1M	0	272	$190.00	$51,680.00	$1,925.00	$0.00	$0.00
100 Mbps CIR - Business Critical Medium - Basic Only / OEM1H	0	212	$148.00	$31,376.00	$150.00	$0.00	$0.00
Customer Port Connection - 1 Gbps – Basic / OEM1G	0	246	$190.00	$46,740.00	$2,100.00	$0.00	$0.00
250 Mbps CIR - Business Critical Medium - Basic Only / OEM2F	0	25	$220.00	$5,500.00	$150.00	$0.00	$0.00
20 Mbps CIR - RealTime - Basic Only / OEM2O	0	0	$138.00	$0.00	$150.00	$0.00	$0.00
50 Mbps CIR - RealTime - Basic Only / OEM5O	0	0	$150.00	$0.00	$150.00	$0.00	$0.00
100 Mbps CIR - RealTime - Basic Only / OEM1H	0	0	$198.00	$0.00	$150.00	$0.00	$0.00
250 Mbps CIR - RealTime - Basic Only / OEM2F	0	0	$308.00	$0.00	$150.00	$0.00	$0.00
5000 Mbps CIR - Business Critical Medium - Basic Only / OEM5T	0	2	$584.00	$1,168.00	$150.00	$0.00	$0.00
Customer Port Connection - 10 Gbps – Basic / OEMXG	0	2	$1,075.00	$2,150.00	$15,750.00	$0.00	$0.00
5000 Mbps CIR - RealTime - Basic Only / OEM5T	0	0	$835.00	$0.00	$150.00	$0.00	$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				**$168,369.00**			**$0.00**

AT&T and Customer Information

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
*If the standard NRC exceeds the billed NRC, the difference has been waived. Charges for special construction, if needed, may also apply.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes more than ten percent (10%) of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

SERVICE	**LOCATION(s)** which are contained in service orders issued pursuant to this Pricing Schedule
AT&T Switched Ethernet℠ Service	Customer Sites in the AT&T service areas in Florida

End of Document

AT&T MA Reference No. 201306277723UA
AT&T PS Contract ID BVP14886762

AT&T IP FLEXIBLE REACH
PRICING SCHEDULE

Customer	**AT&T**
Miami-Dade County Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: United States Telephone: 3055968941 Email: juan.aguirre@miamidade.gov	Name: Mario Ruiz Street Address: 13450 W SUNRISE BLVD City: SUNRISE State/Province: FL Zip Code: 33173 Country: United States Telephone: 9548062467 Email: mr2673@att.com Sales/Branch Manager: ERIK LINDBORG SCVP Name: JOE S DRYGAS Sales Strata: Retail Sales Region: USA **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at http://serviceguidenew.att.com. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T IP FLEXIBLE REACH
PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the following Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) for AT&T Voice DNA® (US only), AT&T IP Flexible Reach, and/or AT&T IP Toll-Free, as applicable, between AT&T and Customer:

BVP97875	

1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12-month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MARC

MARC under this Pricing Schedule	None

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	12 Months

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Emergency Calling Most of World

Emergency Calling Most of World

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

AT&T IP FLEXIBLE REACH
PRICING SCHEDULE

5.2. White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

5.3. Broadband Connectivity

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

6. RATES

Discounts are applied to the applicable Service Publication rates.

7. DISCOUNTS

After the Pricing Schedule Term, Service will continue month-to-month at the prices, terms and conditions then in effect. AT&T may change such prices, terms or conditions on 30 days' prior notice. Customer's existing Services and Services that Customer orders under this Pricing Schedule auto-renew monthly until terminated and will be charged at the rates and any discounts set forth in this Pricing Schedule or, if there are no such rates or discounts, at the Service Publication rates. To avoid further service charges, Customer must provide AT&T at least 30 days' written notice (unless the Service Publication specifies a different period) of its intention to terminate a Service or Service Component. Customer also may provide such notice by accessing https://businesscenter.att.com/ebiz/ebcsupport/v2/index.html#/disconnect. Any termination before the end of an applicable minimum payment period or minimum retention period may result in the application of an early termination charge.

☐ I consent to the above disclosures.

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

7.1. US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	**Type of Charge**	**Element Discount**
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

AT&T IP FLEXIBLE REACH
PRICING SCHEDULE

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available
Telephone Number Charge	MRC, per Number	90.00%	Not Available

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	87.80%	Not available
Telephone Number Charge	MRC, per Number	90.00%	Not available

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	**Type of Charge**	**Calling Plan Discount**
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	100.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.00%

III. Underlying Transport Services Support Charges

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	**Type of Charge**	**Discount**
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	80.00%

Table B: **Help Desk and AT&T CPE Charges** (apply only if AT&T VPN is the Underlying Transport Service)		
Item	**Type of Charge**	**Element Discount**
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	20.00%

AT&T IP FLEXIBLE REACH
PRICING SCHEDULE

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	**Type of Charge**	**Element Discount**
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

AT&T MA Reference No. 201306277723UA
AT&T PS Contract ID MIS14888898

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Customer	AT&T
MIAMI DADE COUNTY Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33128 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87TH AVENUE City: MIAMI State/Province: FL Zip Code: 33173 Country: United States Telephone: 3055968941 Email: juan.aguirre@miamidade.gov	Name: Mario Ruiz Street Address: 600 NW 79TH AVE City: Miami State/Province: FL Zip Code: 33126 Country: United States Telephone: 9548062467 Email: mr2673@att.com Sales/Branch Manager: ERIK LINDBORG SCVP Name: WES NDERSON Sales Strata: Retail Sales Region: USA **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. 201306277723UA
AT&T PS Contract ID MIS14888898

AT&T DEDICATED INTERNET PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	**36 months**
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	12 months

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet
Access Bandwidth -

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

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AT&T DEDICATED INTERNET
PRICING SCHEDULE

Table 2: ADI Tele – Installation
Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500
Tiered/Full T-3	$5,000	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A
Ethernet	$1,500#	$1,500**#
10 Gig Ethernet* and up	$1,500#	$1,500

* Service not available with MPLS PNT
**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.
Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999
Tiered/Full T-3	$1,000
Tiered OC-3, OC-12, OC-48	$10,000
Ethernet	$1,500*
10 Gig Ethernet and up	$1,500
Nx10Gig Ethernet	$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	$112	0.00%
/27	$224	79.50%
/26	$448	88.50%
/25	$896	89.50%
/24	$1,792	0.00%
/23	$3,584	0.00%
/22	$7,168	0.00%
/21	$14,336	0.00%
/20	$28,672	0.00%
/19	$57,344	0.00%

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AT&T DEDICATED INTERNET PRICING SCHEDULE

Table 5: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	**Undiscounted ADI MRC**	**Undiscounted ADI w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
0.5 Mbps	$257	$385	$940
1.0 Mbps	$258	$386	$510
1.5 Mbps	$259	$387	$380
2 Mbps	$260	$388	$355
3 Mbps	$261	$389	$340
4 Mbps	$262	$390	$325
5 Mbps	$263	$391	$270
6 Mbps	$264	$392	$250
7 Mbps	$265	$393	$245
8 Mbps	$266	$394	$235
9 Mbps	$267	$395	$230
ADI & ADI w/ Managed Router Discount for the following: 83.00%			**Incremental Usage Fee Discount for the following:**
10 Mbps	$268	$396	$198.00
15 Mbps	$359	$487	$162.33
20 Mbps	$449	$577	$144.25
25 Mbps	$542	$670	$134.00
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
30 Mbps	$633	$761	$126.83
35 Mbps	$680	$854	$122.00
40 Mbps	$812	$945	$118.13
45 Mbps	$817	$950	$105.56
ADI & ADI w/ Managed Router Discount for the following: 86.50%			**Incremental Usage Fee Discount for the following:**
50 Mbps	$813	$955	$95.50
60 Mbps	$946	$1,100	$91.67
70 Mbps	$1,032	$1,200	$85.71
75 Mbps	$1,118	$1,300	$86.67
80 Mbps	$1,204	$1,420	$88.75
90 Mbps	$1,290	$1,500	$83.33
ADI & ADI w/ Managed Router Discount for the following: 89.60%			**Incremental Usage Fee Discount for the following:**
100 Mbps	$1,400	$1,555	$77.75
120 Mbps	$1,770	$1,937	$80.71
144 Mbps	$1,790	$1,960	$68.06

AT&T DEDICATED INTERNET
PRICING SCHEDULE

ADI & ADI w/Managed Router Discount: 10.00% **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: 10.00%** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted ADI MRC**	**Undiscounted ADI w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
150 Mbps	$1,800	$1,965	$65.50
155 Mbps	$1,820	$2,020	$65.16
ADI & ADI w/ Managed Router Discount for the following: 91.00%			**Incremental Usage Fee Discount for the following:**
200 Mbps	$2,000	$2,100	$52.50
250 Mbps	$2,150	$2,240	$44.80
300 Mbps	$2,250	$2,620	$43.67
350 Mbps	$2,500	$3,125	$44.64
ADI & ADI w/ Managed Router Discount for the following: 93.00%			**Incremental Usage Fee Discount for the following:**
400 Mbps	$2,700	$3,380	$42.25
450 Mbps	$3,000	$3,720	$41.33
500 Mbps	$3,500	$4,325	$43.25
550 Mbps	$3,650	$4,425	$40.23
600 Mbps	$4,096	$4,840	$40.33
622 Mbps	$4,117	$5,000	$40.19
ADI & ADI w/ Managed Router Discount for the following: 90.50%			**Incremental Usage Fee Discount for the following:**
700 Mbps	$4,199	$5,240	$37.43
800 Mbps	$4,301	$5,440	$34.00
900 Mbps	$4,403	$5,540	$30.78
1000 Mbps	$4,505	$5,620	$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet*#

ADI & ADI w/Managed Router Discount:10.00% **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: 10.00%** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted ADI MRC**	**Undiscounted ADI w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
.5 Gbps	$5,658	$7,000	$70.00
1.0 Gbps	$6,400	$9,950	$49.75
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
1.5 Gbps	$8,727	$10,909	$36.36

AT&T DEDICATED INTERNET
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ADI & ADI w/Managed Router Discount:10.00% **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**			**Incremental Usage Fee Discount: 10.00%** **Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.**
Tiered Bandwidth Minimum Commitment	**Undiscounted ADI MRC**	**Undiscounted ADI w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
2.0 Gbps	$9,091	$12,276	$30.69
2.5 Gbps	$11,244	$15,215	$30.43
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
3.0 Gbps	$13,309	$17,981	$29.97
3.5 Gbps	$14,400	$19,462	$27.80
4.0 Gbps	$16,015	$21,591	$26.99
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
4.5 Gbps	$16,771	$22,720	$25.24
5.0 Gbps	$18,196	$24,553	$24.55
5.5 Gbps	$19,636	$26,502	$24.09
6.0 Gbps	$21,309	$28,768	$23.97
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
6.5 Gbps	$22,589	$30,499	$23.46
7.0 Gbps	$24,218	$32,727	$23.38
7.5 Gbps	$25,760	$34,793	$23.20
8.0 Gbps	$26,953	$36,387	$22.74
ADI Discount for the following:			**Incremental Usage Fee Discount for the following:**
8.5 Gbps	$28,233	$38,115	$22.42
9.0 Gbps	$28,931	$39,069	$21.71
9.5 Gbps	$29,527	$39,855	$20.98
10.0 Gbps	$30,909	$41,716	$20.86

* Service not available with MPLS PNT.
# Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 7: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 94.00%

Speed	**Class of Service ADI & ADI w/ Managed Router MRC*#**
56 Kbps**	$225
128 Kbps**	$225
256 Kbps**	$225
384 Kbps**	$225
512 Kbps**	$225
768 Kbps	$225
1024 Kbps**†	$225

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Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225
10 Mbps	$825
15 Mbps	$1,075
20 Mbps	$1,325
25 Mbps	$1,575
30 Mbps	$1,825
35 Mbps	$2,100
40 Mbps	$2,350
45 Mbps	$2,750
155 Mbps	$2,750

* Charges waived for Sites with AT&T BVoIP Service.
**no real-time class available.
(†) Speed not available with MPLS PNT.
Pricing also applies to Service locations in Alaska.

Table 8: Class of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
Up to 1.5 Mbps	$225
2.0 Mbps	$285
2.01 - 3.0 Mbps	$360
3.01 - 4.0 Mbps	$435
4.01 - 5.0 Mbps	$510
5.01 - 6.0 Mbps	$575
6.01 - 7.0 Mbps	$640
7.01 - 8.0 Mbps	$705
8.01 - 9.0 Mbps	$765
9.01 to 10.0 Mbps	$825
10.01 to 15.0 Mbps	$1,075
15.01 - 20.0 Mbps	$1,325
20.01 - 25.0 Mbps	$1,575
25.01 - 30.0 Mbps	$1,825
30.01 - 35.0 Mbps	$2,100
35.01 - 40.0 Mbps	$2,350
40.01 – 45 Mbps	$2,750
45.01 – 155 Mbps	$5,000
200 - 250 Mbps	$5,400
300 - 350 Mbps	$5,800

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Speed	Undiscounted ADI & ADI w Managed Router MRC *#
400 - 600 Mbps	$6,200
622 Mbps	$7,000
700 – 1000 Mbps	$7,800
1.5 Gbps**	$7,900
2.0 Gbps**	$8,000
2.5 Gbps**	$8,100
3.0 Gbps**	$8,200
3.5 Gbps**	$8,300
4.0 Gbps**	$8,400
4.5 Gbps**	$8,500
5.0 Gbps**	$8,600
5.5 Gbps**	$8,700
6.0 Gbps**	$8,800
6.5 Gbps**	$8,900
7.0 Gbps**	$9,000
7.5 Gbps**	$9,100
8.0 Gbps**	$9,200
8.5 Gbps**	$9,300
9.0 Gbps**	$9,400
9.5 Gbps**	$9,500
10.0 Gbps and up**	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
** Speed not available with MPLS PNT.
# Pricing also applies to Service locations in Alaska.

Table 9: Class of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
T3 (up to 45 Mbps)	$2,750
OC3 (up to 155 Mbps)	$5,000
OC12 (up to 622 Mbps)	$7,000
Ethernet (up to 1000 Mbps)	$7,800
OC48 (up to 2500 Mbps)	$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
**Not available with MPLS PNT.

Table 10: Class of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee*#	$1,000

*Charges waived for Sites with AT&T BVoIP Service.
Pricing also applies to Service locations in Alaska.

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Table 11: Local Access Pricing without Diversity

Access Zone/Type*	Access Speed	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
2G	MIS Ethernet Access 10 Mbps	$0.00	$397.00
2C	MIS Ethernet Access 10 Mbps	$0.00	$397.00
2G	MIS Ethernet Access 250 Mbps	$0.00	$1,057.00
2C	MIS Ethernet Access 250 Mbps	$0.00	$1,057.00
2G	MIS Ethernet Access 50 Mbps	$0.00	$525.00
2C	MIS Ethernet Access 50 Mbps	$0.00	$525.00
2A	MIS Ethernet Access 50 Mbps	$0.00	$540.00
2C	MIS Ethernet Access 50 Mbps	$0.00	$540.00
2C	MIS Ethernet Access 100 Mbps	$0.00	$535.00
2A	MIS Ethernet Access 100 Mbps	$0.00	$535.00
2C	MIS Ethernet Access 20 Mbps	$0.00	$465.00
2G	MIS Ethernet Access 500 Mbps	$0.00	$1,100.00
2G	MIS Ethernet Access 1000 Mbps	$0.00	$950.00
2	MIS Ethernet Access 10 Mbps	$0.00	$397.00
2	MIS Ethernet Access 100 Mbps	$0.00	$535.00

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service. This is the last page of the Pricing Document

Section II: AT&T Business in a Box℠

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	$50
Base Unit 12 Port	$50
Base Unit 24 Port	$70
Base Unit High Bandwidth	$70
8 Port Analog Module Add-On	$35
24 Port Analog Module Add-On	$70

* Pricing also applies to Service locations in Alaska.

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Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	$75
Base Unit 12 Port	$75
Base Unit 24 Port	$95
Base Unit High Bandwidth	$95
8 Port Analog Module Add-On	$40
24 Port Analog Module Add-On	$80

* Pricing also applies to Service locations in Alaska.

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	$260
Delete Service	$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.00%

Class of Service Monthly Charges	$225*

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	$500*

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

AT&T MA Reference No. 201306277723UA
AT&T PS Contract ID NBI14891076

AT&T VPN SERVICE
PRICING SCHEDULE

Customer	**AT&T**
MIAMI DADE COUNTY Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: United States Telephone: 305-596-8941 Email: juan.aguirre@miamidade.gov	Name: Mario Ruiz Street Address: 600 NW 79TH AVE City: Miami State/Province: FL Zip Code: 33126 Country: United States Telephone: 954-806-2467 Email: MR2673@att.com Sales/Branch Manager: Erik Lindborg SCVP Name: Erik Lindborg Sales Strata: Retail Sales Region: USA **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T VPN SERVICE
PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the following Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) for AT&T Voice DNA® (US only), AT&T IP Flexible Reach, and/or AT&T IP Toll-Free, as applicable, between AT&T and Customer:

NBI1636019

1. SERVICES

Service	Service Publication Location
AT&T VPN Service	http://serviceguidenew.att.com/sg_flashPlayerPage/AVPN
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12-month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MARC AND MARC-ELIGIBLE CHARGES

3.1. MARC

MARC under this Pricing Schedule	None

3.2. MARC-ELIGIBLE CHARGES

Service(s) under this Pricing Schedule are MARC-contributing.

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period* per Service Component
All AT&T VPN Service and AT&T Bandwidth Service Components	100%	12 Months

* The Minimum Payment Period does not apply to Grandfathered Service/Service Components.

AT&T VPN SERVICE
PRICING SCHEDULE

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Notice of Withdrawal for AT&T VPN Service

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate a Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

6. RATES AND DISCOUNTS

6.1. AT&T VPN SERVICE

6.1.1. AT&T VPN Service Rates

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service	Schedule of Charges version dated AUG-01-2021

Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version. The rates of a Service or Service Component that is Grandfathered in the applicable Service Publication are not stabilized. Beginning six months after a Service/Service Component is Grandfathered, AT&T may change prices, discounts, terms or conditions on 30 days' prior notice to Customer.

6.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type			Discount
VPN Transport			
	Connection Monthly Charge		
		ALL VNIC COMPONENTS	100.00%
		MPLS Port - 20M	60.00%
		MPLS Port - 300M	60.00%
		MPLS Port - 600M	62.30%
		MPLS Port - 1G	76.06%
		All other Connection Monthly Charges	50.00%
	Unilink Monthly Charge		
		MPLS Unilink Charge - 300M	39.39%
		MPLS Unilink Charge - 600M	39.39%
		MPLS Unilink Charge - 1G	95.00%
		All other Unilink Monthly Charges	50.00%
	All other VPN Transport Monthly Charges		50.00%
VPN DSL			30.00%

AT&T VPN SERVICE
PRICING SCHEDULE

Discount Type			Discount
Managed CPE			50.00%
Non-Recurring Charges			
		MPLS Port Activation Charge	100.00%
		MPLS Unilink Activation Charge	100.00%
	All other Non-Recurring Charges		75.00%

6.1.3. Access Channels - Site-Specific Pricing

The Site-Specific Pricing is in lieu of the rates in the applicable Service Guide, if any. Unless otherwise indicated, the pricing below is only applicable to one (1) of the specified circuit types at each specified location. For Non-US Access, Service Components must be installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply. No Discounts are applicable to the site-specific pricing table below. Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC) listed below are per Service Component.

6.1.3.1 US Ethernet Access Channels

Site Location Information	Access Zone/Type*	Access Speed	MRC	NRC	Existing Site (Y/N)
1100 W 2ND AVE HIALEAH FL 33010	2	AVPN Ethernet Access 20 Mbps	$650.00	$0.00	Y
4801 SW 117TH AVE MIAMI FL 33175	2	AVPN Ethernet Access 20 Mbps	$650.00	$0.00	Y
5680 SW 87TH AVE MIAMI FL 33173	2A	AVPN Ethernet Access 1000 Mbps	$3,285.00	$0.00	Y
5680 SW 87TH AVE MIAMI FL 33173	2	AVPN Ethernet Access 1000 Mbps	$3,285.00	$0.00	Y
5680 SW 87TH AVE MIAMI FL 33173	2G	AVPN Ethernet Access 1000 Mbps	$3,285.00	$0.00	N
5680 SW 87th Ave MIAMI FL 33173	2G /Ded	AVPN Ethernet Access 10000 Mbps	$3,900.00	$0.00	N
5680 SW 87th Ave MIAMI FL 33173	2G /Ded	AVPN Ethernet Access 10000 Mbps	$3,900.00	$0.00	N

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service.

This is the last page of the Pricing Document.

AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE

AT&T MA Reference No. 201306277723UA

Please sign by November 1, 2025

Customer	**AT&T**
Miami-Dade County Street Address: 5680 SW 87th Avenue City: Miami State/Province: FL Zip Code: 33173 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Division Director, Information Technology Department (ITD) Street Address: 5680 SW 87th Avenue City: Miami State/Province: FL Zip Code: 33173 Country: USA Telephone: 305.596.8941 Email: Juan.Aguirre@miamidade.gov	Name: Jennifer Downs Street Address: 12150 Research Pkwy City: Orlando State/Province: FL Zip Code: 32826 Country: USA Telephone: 601-826-8116 Email: jd236u@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Mike Guerra Sales Strata: GEM Sales Region: East **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and includes Attachment A Service Order.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

	For AT&T Administrative Use Only **Master Agreement No.** 201306277723UA **Pricing Schedule No.** _____ **Original Effective Date:** _____ **Effective Date of Amendment:** _____

AT&T ESInet™
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Emergency Service IP Network™ (AT&T ESInet™)	See Exhibit A

AT&T ESInet™ will become generally available when the Service Guide is published and available at http://new.serviceguide.att.com or such other AT&T-designated location. Upon publication, such service description and other terms shall supersede the provisions of the Interim Service Guide, attached to this Pricing Schedule as Exhibit A.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months with 2 One-Year Renewal Options
Automatic Term Extension of Pricing Schedule	Where permitted by applicable law, successive 12 month periods, unless either party terminates the Automatic Term Extension via written notice to the other party, given at least sixty (60) days prior to the expiration date of Initial Term or then-current Automatic Term Extension. Where permitted by law, each party waives any right to receive notice prior to any such automatic extension.
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule.
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Legacy Connections	100%	36 months
ESInet Network Connection	100%	36 months
ESInet Call Routing	100%	36 months
Local Access Connections	100%	36 months
Other Charges	100%	36 months

AT&T ESInet™
PRICING SCHEDULE

4. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

5. PRICING

5.1. Addition of Components to Customer's Schedule of Charges.

Discounts are applied at the Sub-Discount Category Level as specified below - No other discounts apply.

5.1.1 AT&T ESInet™ Sub-Discount Category – Legacy Connections

AT&T ESInet™ Sub-Discount Category – Legacy Connections	DISCOUNT: 73.40%
Service Component	**Undiscounted Monthly Recurring Charge**
Legacy Connection	$22.00

5.1.2 AT&T ESInet™ Sub-Discount Category – ESInet Network Connections

AT&T ESInet™ Sub-Discount Category – ESInet Network Connections	DISCOUNT: 73.40%
Service Component	**Undiscounted Monthly Recurring Charge**
Mngd T1 Primary PSAP/Host Connection	$1,690.00
Mngd 3MB Primary PSAP/Host Connection	$1,710.00
Mngd 6MB Primary PSAP/Host Connection	$1,755.00
Mngd 10MB Primary PSAP/Host Connection	$1,805.00
Mngd 20MB Primary PSAP/Host Connection	$1,905.00
Mngd 50MB Primary PSAP/Host Connection	$2,140.00
Mngd 100MB Primary PSAP/Host Connection	$2,415.00
Mngd T1 Secondary PSAP/Host Connection	$305.00
Mngd 3MB Secondary PSAP/Host Connection	$625.00
Mngd 6MB Secondary PSAP/Host Connection	$670.00
Mngd 10MB Secondary PSAP/Host Connection	$720.00
Mngd 20MB Secondary PSAP/Host Connection	$820.00
Mngd 50MB Secondary PSAP/Host Connection	$1,055.00
Mngd 100MB Secondary PSAP/Host Connection	$1,330.00

AT&T ESInet™
PRICING SCHEDULE

5.1.3 AT&T ESInet™ Sub-Discount Category – ESInet Call Routing Service

AT&T ESInet™ Sub-Discount Category – ESInet 9-1-1 Call Routing	
Total Contract Population Size / Undiscounted Monthly Recurring Charge*	**DISCOUNT:**
1M-2,999,999 Population / MRC= $200.00	73.40%
*Rate shown is based on Total Contract Population. Population is calculated to the nearest thousand, rounded up. Each PSAP will be charged by multiplying this rate by the PSAP population served.	

5.1.4 AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections	No Discounts applicable to below rates
Service Component	**Monthly Recurring Charge**
Palm Beach Gardens Host A - 3700 RCA Blvd, Palm Beach Gardens, FL 33410-3230 (20Mb Local Access)	$ 501.00
City of Miami PD/FC - Miami Grande - 45 NW 5th St, Miami, FL 33128-1809 (20Mb Local Access)	$ 501.00
Coral Gables Backup Host A - 525 S Dixie Hwy, Coral Gables, FL 33146-2700 (8Mb Local Access)	$ 485.64
Coral Gables PD Host A - 2151 Salzedo St, Coral Gables, FL 33134-4303 (8Mb Local Access)	$ 485.64
City of Miami Beach EOC BU Host A - 2300 Pine Tree Dr, Miami, FL 33140-4674 (8Mb Local Access)	$ 485.64
City of Miami Beach PD Host A - 1100 Washington Ave, Miami Beach, FL 33139-4612 (8Mb Local Access)	$ 485.64
City of Aventura - Miami Grande SO Host A - 45 NW 5th St, Miami, FL 33128-1809 (8Mb Local Access)	$ 485.64
Hialeah Backup Host A - 808 E 56th St, Hialeah, FL 33013-1359 (8Mb Local Access)	$ 485.64
City of Hialeah Main Host A - 83 E 5th St, Hialeah, FL 33010-4834 (10Mb Local Access)	$ 500.55
Miami Dade 5680 Host A - 5680 SW 87th Ave, Miami, FL 33173-1618 (50Mb Local Access)	$ 601.27
Miami Dade Lightspeed Host A - 11500 NW 25th St, Sweetwater, FL 33172-1703 (50Mb Local Access)	$ 601.27
Special Construction Charge, if applicable, may apply under a separate contract.	

5.1.5 AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

AT&T ESInet™
PRICING SCHEDULE

AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections	No Discounts applicable to below rates
Service Component	**Monthly Recurring Charge**
Palm Beach Gardens Host B - 3700 RCA Blvd, Palm Beach Gardens, FL 33410-3230 (20Mb Local Access)	$ 501.00
City of Miami PD/FC - Miami Grande - 45 NW 5th St, Miami, FL 33128-1809 (20Mb Local Access)	$ 501.00
Coral Gables Backup Host B - 525 S Dixie Hwy, Coral Gables, FL 33146-2700 (8Mb Local Access)	$ 485.64
Coral Gables PD Host B - 2151 Salzedo St, Coral Gables, FL 33134-4303 (8Mb Local Access)	$ 485.64
City of Miami Beach EOC BU Host B - 2300 Pine Tree Dr, Miami, FL 33140-4674 (8Mb Local Access)	$ 485.64
City of Miami Beach PD Host B - 1100 Washington Ave, Miami Beach, FL 33139-4612 (8Mb Local Access)	$ 485.64
City of Aventura - Miami Grande SO Host B - 45 NW 5th St, Miami, FL 33128-1809 (8Mb Local Access)	$ 485.64
Hialeah Backup Host B - 808 E 56th St, Hialeah, FL 33013-1359 (8Mb Local Access)	$ 485.64
City of Hialeah Main Host B - 83 E 5th St, Hialeah, FL 33010-4834 (10Mb Local Access)	$ 500.55
Miami Dade 5680 Host B - 5680 SW 87th Ave, Miami, FL 33173-1618 (50Mb Local Access)	$ 601.27
Miami Dade Lightspeed Host B - 11500 NW 25th St, Sweetwater, FL 33172-1703 (50Mb Local Access)	$ 601.27
Special Construction Charge, if applicable, may apply under a separate contract.	

AT&T ESInet™
PRICING SCHEDULE

5.1.6 AT&T ESInet™ Sub-Discount Category – Professional Services

AT&T ESInet™ Sub-Discount Category – Professional Services **Service Component**	Monthly Recurring Charge	Non-Recurring Charge*
Prof Svcs - Addtnl Install & Materials	n/a	$500.00
Professional Svcs - Custom Reports	$100.00	$500.00
Professional Svcs - GIS Services	n/a	$500.00
*Non-Recurring Charge is billed in $500 per hour increments		

5.1.7 AT&T ESInet™ Sub-Discount Category – Other Charges or Credits

AT&T ESInet™ Sub-Discount Category – Other Charges	Monthly Recurring Charge	Non-Recurring Charge
Secondary or Backup PSAP Charge	$ 560.00	$ 0.00
	$	$
	$	$
	$	$

6. Initial Order

This Pricing Schedule is Customer's order for new Services and/or Service Components – See Attachment A.

Customer may request additional, or changes to, Services and/or Service Components by submitting a subsequent signed Change Order.

	For AT&T Administrative Use Only **Master Agreement No.** 201306277723UA **Pricing Schedule No.** _____ **Original Effective Date:** _____ **Effective Date of Amendment:** _____

AT&T ESInet™
PRICING SCHEDULE

ATTACHMENT A – AT&T ESInet™ INITIAL SERVICE ORDER

This Initial Service Order by and between AT&T Enterprises, LLC ("AT&T") and Miami-Dade County ("Customer") represents Customer's order for Service Components as specified below.

NOW, THEREFORE, in accordance with the mutually agreed upon change control process, AT&T and Customer hereby agree to amend the Pricing Schedule as follows:

1. **Initial Order:** Add Service Components as set forth below.

2. The Minimum Payment Period in the Pricing Schedule applies to all Service Components.

3. **Order Rates and Charges:** The Rates and Charges in the AT&T ESInet™ Pricing Schedule apply to all Service Components ordered under this Initial Service Order. The quantities listed below must include all Service Components, including quantities. ordered under this Initial Service Order. The parties understand that any changes requested are cumulative to the original Service Order.

PSAP INFORMATION	
PSAP / Host Information	**PSAP / Host Contact**
Legal Name: Miami-Dade County	Name: Juan Aguirre
Street Address: 5680 SW 87th Avenue	Title: Division Director, Information Technology Department
City: Miami State: FL Zip: 33173	Tel #: 305.596.8941
PSAP Population Served 2,687,000	Email: Juan.Aguirre@miamidade.gov
Total Customer Population Contracted 2,687,000	

AT&T CONTACT INFORMATION	
AT&T Sales Contact - Primary Contact	**AT&T Contact - Additional Contact**
Name: Jennifer Downs	Name: Billy Blankenship
Title: Application Sales Executive III	Title: Public Safety Solutions Engineer
Tel #: 601-826-8116	Tel #: 512-496-8921
Email: jd236u@att.com	Email: billyb@att.com

LEGACY CONNECTIONS (Connection between the OSP demarc and AT&T ESInet demarc)	
DESCRIPTION	**QUANTITY**
Legacy Connection (Per DS0 Port)	672
ESInet NETWORK CONNECTIONS – PRIMARY CONNECTION (Connection from the Core Call Processing Node to the Customer demarc)	
DESCRIPTION	**QUANTITY**
Managed T1 Primary PSAP/Host Connection	
Managed 3MB Primary PSAP/Host Connection	6
Managed 6MB Primary PSAP/Host Connection	1
Managed 10MB Primary PSAP/Host Connection	
Managed 20MB Primary PSAP/Host Connection	2
Managed 50MB Primary PSAP/Host Connection	2
Managed 100MB Primary PSAP/Host Connection	

AT&T ESInet™
PRICING SCHEDULE

ESInet NETWORK CONNECTIONS – SECONDARY CONNECTION (Redundant Connection from the Core Call Processing Node to the Customer Demarc	
DESCRIPTION	**QUANTITY**
Managed T1 Secondary PSAP/Host Connection	
Managed 3MB Secondary PSAP/Host Connection	6
Managed 6MB Secondary PSAP/Host Connection	1
Managed 10MB Secondary PSAP/Host Connection	
Managed 20MB Secondary PSAP/Host Connection	2
Managed 50MB Secondary PSAP/Host Connection	2
Managed 100MB Secondary PSAP/Host Connection	
LOCAL ACCESS PRIMARY CONNECTION	
LOCATION	**QUANTITY**
Palm Beach Gardens Host A - 3700 RCA Blvd, Palm Beach Gardens, FL 33410-3230 (20Mb Local Access)	1
City of Miami PD/FC - Miami Grande - 45 NW 5th St, Miami, FL 33128-1809 (20Mb Local Access)	1
Coral Gables Backup Host A - 525 S Dixie Hwy, Coral Gables, FL 33146-2700 (8Mb Local Access)	1
Coral Gables PD Host A - 2151 Salzedo St, Coral Gables, FL 33134-4303 (8Mb Local Access)	1
City of Miami Beach EOC BU Host A - 2300 Pine Tree Dr, Miami, FL 33140-4674 (8Mb Local Access)	1
City of Miami Beach PD Host A - 1100 Washington Ave, Miami Beach, FL 33139-4612 (8Mb Local Access)	1
City of Aventura - Miami Grande SO Host A - 45 NW 5th St, Miami, FL 33128-1809 (8Mb Local Access)	1
Hialeah Backup Host A - 808 E 56th St, Hialeah, FL 33013-1359 (8Mb Local Access)	1
City of Hialeah Main Host A - 83 E 5th St, Hialeah, FL 33010-4834 (10Mb Local Access)	1
Miami Dade 5680 Host A - 5680 SW 87th Ave, Miami, FL 33173-1618 (50Mb Local Access)	1
Miami Dade Lightspeed Host A - 11500 NW 25th St, Sweetwater, FL 33172-1703 (50Mb Local Access)	1
LOCAL ACCESS SECONDARY CONNECTION*	
LOCATION	**QUANTITY**
Palm Beach Gardens Host B - 3700 RCA Blvd, Palm Beach Gardens, FL 33410-3230 (20Mb Local Access)	1
City of Miami PD/FC - Miami Grande - 45 NW 5th St, Miami, FL 33128-1809 (20Mb Local Access)	1
Coral Gables Backup Host B - 525 S Dixie Hwy, Coral Gables, FL 33146-2700 (8Mb Local Access)	1
Coral Gables PD Host B - 2151 Salzedo St, Coral Gables, FL 33134-4303 (8Mb Local Access)	1
City of Miami Beach EOC BU Host B - 2300 Pine Tree Dr, Miami, FL 33140-4674 (8Mb Local Access)	1
City of Miami Beach PD Host B - 1100 Washington Ave, Miami Beach, FL 33139-4612 (8Mb Local Access)	1
City of Aventura - Miami Grande SO Host B - 45 NW 5th St, Miami, FL 33128-1809 (8Mb Local Access)	1
Hialeah Backup Host B - 808 E 56th St, Hialeah, FL 33013-1359 (8Mb Local Access)	1
City of Hialeah Main Host B - 83 E 5th St, Hialeah, FL 33010-4834 (10Mb Local Access)	1
Miami Dade 5680 Host B - 5680 SW 87th Ave, Miami, FL 33173-1618 (50Mb Local Access)	1
Miami Dade Lightspeed Host B - 11500 NW 25th St, Sweetwater, FL 33172-1703 (50Mb Local Access)	1
***Special Construction Charge, if applicable, may apply under a separate contract.**	

AT&T ESInet™
PRICING SCHEDULE

9-1-1 CALL ROUTING PLATFORM (9-1-1 Call Routing charges are based on the Total Customer Population contracted. Population is calculated to the nearest thousand, rounded up.)	
Population Size / Monthly Recurring Charge	1M-2,999,999 Population / MRC= $200.00

PROFESSIONAL SERVICES		
SERVICE COMPONENT	**QUANTITY**	**NUMBER OF HOURS**
Prof Svcs - Addtnl Install & Materials	n/a	
Professional Svcs - Custom Reports	n/a	
Professional Svcs - GIS Services	n/a	
*Non-Recurring Charge is billed in $500 per hour increments		

OTHER CHARGES	
DESCRIPTION	**QUANTITY**

The Service is an IP based emergency (9-1-1) call routing solution designed for use in the nationwide transition and adoption of Next Generation 9-1-1 (NG 9-1-1) technology.

The AT&T Emergency Service IP Network™ (AT&T ESInet™) Service Guide consists of the following parts:

- Service Description (SD)
- Service Level Agreement (SLA)

In addition, the attached General Provisions apply.

Service Description (SD)

1. Geographic Availability

The Service is available within the continental United States of America to State, County, Regional 9-1-1 authority or other government entity responsible for providing 9-1-1 service. The Service is not available to federal agencies, the military or entities that design their own emergency response systems.

2. General Description

The Service is a resilient call routing service that bundles AT&T's nationwide IP network and 9-1-1 services to route and deliver 9-1-1 calls from Originating Service Provider (OSP) to a designated Public Safety Answering Point (PSAP). The originating call received from an OSPs' networks is routed through AT&T's network to the Next Generation Core Services (NGCS) IP-based 9-1-1 application systems that identify the PSAP to which the call should be delivered. The call can be routed over an available fully redundant AVPN network to the Network Terminating Equipment (NTE) located at the appropriate PSAP. The Service is designed to handle call routing and delivery of IP-based 9-1-1 voice calls and data. In addition to supporting VoIP calls from mobility and land lines, the Service also supports SMS to 9-1-1 text messaging, location-based services such as Automatic Location Identification (ALI) and Automatic Number Identification (ANI) over a managed IP network.

The Service is designed to support the applicable functional elements to the National Emergency Number Association (NENA) i3 Standards, NENA Technical Standard 08-003. The Service supports call delivery to both IP-enabled NENA i3 PSAP CPE hosts as well as legacy PSAP CPE hosts that are not yet IP -capable.

Collectively, these capabilities are referred to as the "Service".

3. Connections to AT&T ESInet™ Service

3.1 Originating Service Providers (OSP) and 9-1-1 System Service Providers

The Service supports both TDM/SS7 format into the LNG and SIP/IP ingress into the AT&T ESInet™. The Service provides two Points of Interface (POIs) to enable each Originating Service Provider (OSP) and/or 9-1-1 System Service Provider (9-1-1 SSP) to deliver originating 9-1-1 calls to the Service ingress in a TDM format. The Service supports protocol conversion between TDM and IP at the Legacy Network Gateway (LNG). OSP and 9-1-1 SSP may also choose to deliver originating 9-1-1 calls in an IP format directly to designated AT&T ESInet™ core sites.

For regions where an AT&T affiliate is the current provider of 9-1-1 emergency call routing services, AT&T can provide a complete list of Originating Service Providers., including Mobile Position Center (MPC) and Voice Positioning Center (VPC) service providers upon contract execution. For regions where AT&T is not the current provider of 9-1-1 emergency call routing services, the Customer is responsible for provide a complete list of their Originating Service Providers, including Mobile Position Center (MPC) and Voice Positioning Center (VPC) service providers upon contract execution. Customer shall cooperate with AT&T in notifying the applicable OSP, MPC and VPC of the network changes and in preparing any other documents necessary to implement the network changes. Failure to provide a complete list may result in delays in network notifications going to the OSPs, MPC and VPC. These delays may result in a postponement of the Service Activation Commitment Date.

Both AT&T and the Customer shall cooperate in ensuring that all OSPs connect to the AT&T ESInet POIs, at a time designated jointly by the Customer. When requested, Customer shall grant AT&T documented authority (e.g., a Letter of Authorization or other similar documentation) in order to act on PSAP's behalf in, among other things: notifying affected OSPs that AT&T is the new provider of emergency call routing services to PSAPs; designating the AT&T ESInet POIs as the PSAP's point of delivery of 9-1-1 traffic; notifying OSPs as to any new requirements for the OSPs' delivery of 9-1-1 traffic to the AT&T ESInet POIs, including trunking requirements; and notifying affected OSPs of the terms and conditions pertaining to their delivery of 9-1-1 traffic to the AT&T ESInet POIs. When necessary, PSAP shall cooperate in taking all reasonably required regulatory actions to ensure that OSPs to begin delivering 9-1-1 traffic to the AT&T ESInet POIs, including bringing complaints or other similar proceedings to the state's regulatory authorities and/or the FCC.

Customer acknowledges that the migration of OSPs to the AT&T ESInet POIs will be a gradual process and that during this transition some OSPs will continue to deliver their 9-1-1 traffic to Customer's former provider of emergency call routing services. Customer agrees to maintain and pay for its existing emergency call routing services with its current service provider, including, but not limited to, selective routers and emergency traffic trunking arrangements, until such time as AT&T informs Customer that such arrangements are no longer necessary and may be discontinued.

3.2 Legacy Connection

The legacy connection is the point where the OSP TDM trunk terminates on the AT&T ESInet™ i.e. a point of interface (POI or demarcation) from the OSP and if applicable, the incumbent Legacy Selective Router to the AT&T ESInet.

3.3 ESInet Network Connection

The Service offers PSAP Customers primary and secondary connections to the ESInet. AT&T recommends secondary and diverse connections for redundancy to each PSAP or Host. If Customer orders a primary and secondary connection AT&T will provide AT&T VPN port POP diversity, where available. One Local Access Connection is required for each AT&T ESInet network connection.

(See access diversity and special construction as specified in the Local Access Connections section of this Service Description).

Each PSAP Customer ESInet network connection includes the following components: (i) MPLS port used to communicate with the core call processing node; (ii) Network Termination Equipment (NTE); (iii) installation, including basic inside wiring; and (iv) NTE maintenance and ongoing management.

3.4 Local Access Connections

The Service requires a Local Access Connection (LAC) for each ESInet network connection. The LACs provide the local loop to connect the ESInet network connection NTE to the AT&T MPLS port. Local Access with route diversity can be provided via diverse serving wire centers, where available, between the primary and secondary connections. In addition, layer 2 ethernet access POP diversity can be provided, where available, for the LAC and the primary and secondary connections.

4. 9-1-1 Call Routing Functions

The Service provides routing functions to process inbound emergency calls from the source location to a Valid Destination. "Valid Destination" means correct primary or alternative PSAP, PSTN, or tone/treatment. The Service performs routing which utilizes legacy tabular ALI records or PSAP provided geo-spatial records.

4.1 monthly recurring charge (MRC) for call routing services are set forth in Pricing Schedule. Automatic Location Identification (ALI)

If AT&T administers the ALI database, the Service will include conversion from legacy ALI to the AT&T ESInet™ ALI services. If AT&T does not administer the ALI database (Foreign ALI), the Service will support the following functions:

- update file from the legacy Selective Router Database (SRDB),
- accept Function of Code Routing (FOCR) feed, and
- support legacy ALI query bid functionality.

Additional cost may apply for connections to Foreign ALI databases.

Customer is responsible for the maintenance, validation and accuracy of the ALI.LDB GIS/MSAG data and any Foreign ALI service provider charges.

4.2 Call Transfer/Bridging

The Service supports 9-1-1 call delivery as well as advanced calling features such as conference bridging and call transfers. The Service does not support the initiation of outbound calls. The initial PSAP telecommunicator and subsequent call handlers may bridge one or more participants to the call. The Service also supports the ability for a call taker to manually transfer a call. For PSAP to PSAP transfers between entities that are utilizing AT&T ESInet™, the transfer will include location information provided the destination is an i3 PSAP. The Service also allows transfers off of the AT&T ESInet service utilizing Voice over Internet Protocol (VoIP) technology to any Public Switched Telephone Network (PSTN) telephone number.

If customer requires, the Service will enable 9-1-1 call transfers to neighboring PSAPs not on the ESInet but served by a foreign legacy selective router. If available, these call transfers will include ANI data passed to the PSAPs call handling CPE.

4.3 Text to 9-1-1 Routing

Where Text to 9-1-1 is available, the Service enables PSAPs to receive emergency requests via SMS text messages by connectivity from the Text Control Center (TCC) to the PSAP through AT&T ESInet. The Service's designated TCC may receive messages originated from other TCCs. The Service supports text routing and delivery to a PSAP TTY device and IP enabled PSAP call handling CPE. The Service does not support delivery of text message to a PSAP web browser.

The Service provides Text to 9-1-1 routing functions to process inbound SMS emergency requests from the TCC to a Valid Destination and can use policy routing rules as defined by the PSAP including alternate routing and overflow calls.

The Service utilizes private MPLS connectivity and Class of Service (CoS) packet prioritization to promote optimal delivery of text and voice calls. Once received by the Service, text and voice delivery to the PSAP does not traverse the public internet.

The PSAP is responsible for establishing Text to 9-1-1 service (https://www.fcc.gov/general/psap-text-911-readiness-and-certification-form), and all text

to 9-1-1 compatible call handling equipment (CHE). PSAP CHE must be capable of receiving IP messages on standard (NENA i3 and ATIS J-STD-110 defined) IP interfaces (SIP/MSRP). PSAPs would need to work with their CPE provider to determine the correct CHE version that supports MSRP text delivery and any associated software licenses and maintenance support of PSAP CHE used to support text to 9-1-1. The customer is also responsible for obtaining necessary jurisdictional agreements required for definition and implementation of Text to 9-1-1 policy routing rules.

5. Equipment

5.1 Network Termination Equipment

The AT&T ESInet™ Network Termination Equipment is shipped to customer and installed by AT&T at each contracted PSAP or host location. Customer is responsible for the storage of the equipment. The AT&T ESInet™ equipment includes a cabinet with a router; a switch; and other network edge elements for connections, to either a TDM- or IP- enabled PSAP or host. Customer is responsible for ensuring that suitable space, power, ground, and environmental controls are available for the NTE.

5.1.1 Network Termination Equipment Installation

- Inside wire extensions related to the installation of the NTE include the following:
  - AT&T will provide and install/ test two (2) 4-pair plenum rated, unshielded twisted pair (UTP) CAT5e cables - up to two hundred (200) feet
  - AT&T will install up to two (2) 2-port surface mount block with RJ-45 snap-in jacks (or similar configuration) and four (4) 10ft non-plenum rated CAT5e patch cords.
- Installation and basic inside wiring limitations:
  - Ceiling can be no more than 10 feet in height in any areas, are open and free of insulation or other obstructions, has easily accessible drop-in panels or is solid with easy access crawl space.
  - Walls are open to run cable through, are free of insulation or other obstructions, and are easily fishable.
  - All existing conduits/inner ducts that are to be used are free and clear with pull strings, adequate pull boxes, and sufficient capacity for installations are required. All conduits/inner ducts must be owned by the customer.
  - Special equipment is not required (e.g. scissors lifts, extension ladder, hammer drill, concrete saw, jackhammer, etc.).
  - Sufficient space in the computer room, telephone closet, equipment room, or electrical room to install cables.
  - No work shall be done in any area that has been certified or suspected as being an asbestos hazard.
- Exclusions:

  The following are not included with the inside wire extensions and may be addressed in the Change Control Process for an additional charge:

  - Removal and/or replacement of interlocking ceiling tiles.
  - Core drilling, conduit/inner duct material and placement or sleeve placement.
  - Installation of backboards.
  - Signal repeaters/extenders and media convertors.
  - Patch panels.
  - Any wire racks, J-hooks or any other form of formal wire management.
  - All copper extensions exceeding two hundred (200) feet.
  - All fiber/optical/coax extensions.
  - Wire molding.
  - Power/communication poles.

5.1.2 NTE maintenance and ongoing management

The Service includes maintenance support and ongoing management of the Network Terminating Equipment at the Customer premise.

6. PSAP Deployment Configurations

The Service demarcation point is at the Network Terminating Equipment at each call handling host location. The PSAP CPE may include IP routers, ethernet network switches and optional legacy PSAP gateways for non-IP enabled PSAPs. The Customer is responsible for the call handling equipment (PSAP CPE) and LAN/WAN network connectivity between the call handling host and the NTE. Customer is responsible for compatibility of PSAP CPE connected to AT&T ESInet and all associated licenses, maintenance, upgrades, integration testing and support issues arising out of or related to such PSAP CPE.

The PSAP can choose from one of the following deployment configurations:

Legacy PSAP

Supports non-IP enabled PSAPs that require the use of Centralized Automated Message Accounting (CAMA) signaling for the PSAP CPE.

Locally Hosted IP PSAP

Supports locally hosted PSAP IP call handling controller utilizing either NENA i3 or ATIS RFAI protocols.

Host/Remote

Supports PSAP customers that utilize a centrally hosted call handling controller to provide call delivery to multiple PSAPs e.g., multi-node deployments.

7. Monitoring

The Service shall be managed and monitored 7x24x365 to detect anomalies and disruptions in connectivity for call delivery.

8. Reports

The Service provides standard call metric reports with data on calls received by the PSAP upon request. The standard call metric reports are listed below:

- Event counts per hour
- Event counts by routing reason and destination
- Event counts by type
- Event counts by incoming trunk group
- Bridge call summary
- Routing database processing
- Event setup time

9. Professional Services

The Service includes installations work as specified in the PSAP Deployment Configurations section, the ESInet Network Connections section and the NTE Installation section of this Service Guide. If during the site survey, it is determined that additional installation is required, then additional installation and material charges will apply as detailed in a separate Statement of Work (SOW) utilizing the AT&T change control process. For example, additional installation and materials, (e.g.: extra wiring or creating a suitable environment for the NTE and/or PAD) may be needed to maintain a proper ESInet Network Connection.

At the Customer's request, installation and/or non- service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

10. Service Components: Billing and Pricing

10.1 Legacy Connections

The legacy connection is billed at a rate per DS0 port on a monthly basis at the rates set forth in Contracting Customer's Pricing Schedule.

Legacy E9-1-1 charges may continue to apply during and after the transition to AT&T ESInet as per applicable tariffs or Contracting Customer agreement with Customer's legacy E9-1-1 provider. Such charges are Contracting Customer's responsibility and not that of AT&T.

10.2 ESInet Network Connections

The ESInet Network Connections are determined based on the Customer's requirements for port speed and on the number of concurrent calls into each PSAP or host location or host as set forth in the table below. AT&T will bill Customer for the applicable ESInet Network connections at the prices set forth in Customer's Pricing Schedule.

ESInet Network Connections	
AVPN Port Speed	**Maximum Number of Concurrent Calls**
3 Mbps	30
6 Mbps	60
10 Mbps	100
20 Mbps	200
50 Mbps	500
100 Mbps	1000

10.3 ESInet 9-1-1 Call Routing

The Service will support 9-1-1 call routing as described in S.D. 1.2 (9-1-1 Call Routing Functions) of this Service Guide. ALI charges are included in the ESInet 9-1-1 Call Routing population tiers as set forth in Customer's Pricing Schedule.

10.4 Local Access Connections

The Customer is responsible for the monthly recurring fees for both the primary and secondary local access connections. Charges for the Local Access Connections will be billed at the rate set forth in Customer's Pricing Schedule. In addition, the Contracting customer will be responsible for any Special Construction charges, if applicable, (as detailed in the General Provisions) that may be required in order to support Local Access Diversity. Special Construction charges will be billed at the rates agreed upon by Contracting customer and AT&T.

10.5 Professional Services

Professional Services that are purchased in connection with the Service will be detailed in a separate Statement of Work (SOW).

10.6 Other Charges

Secondary or Backup PSAPs (Optional Feature)

The Service provides for an optional secondary or backup PSAP as may be requested by Customer.

Secondary PSAP

As an optional service, the Service will support secondary PSAPs in the jurisdiction of the primary PSAP. A secondary PSAP will only receive calls transferred from a primary PSAP. Primary ESInet Network connection is required and Secondary ESInet Network Connections is recommended at the Secondary PSAP. No additional ESInet 9-1-1 Call routing charges apply to Secondary PSAPs.

Backup PSAP

As an optional service, the Service will support back up PSAPs in the service area of the primary PSAP, such as an Emergency Operations Center (EOC). Backup PSAPs will only receive calls during periods when a Primary PSAP has been abandoned, or otherwise rendered incapable of receiving calls. Primary ESInet Network Connection is required and Secondary ESInet Network Connections is recommended at the Back up PSAP. No additional ESInet 9-1-1 Call Routing charges apply to Backup PSAPS.

Charges for Secondary PSAPs and Backup PSAPs will be billed at the rates set forth in Contracting customer's Pricing Schedule.

11. Service Activation and Billing

- Service Activation Committed Date

AT&T will establish a Service Activation Committed Date after receipt of a Service Order. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed service component will be made available to customer.

- Service Activation Date and Service Activation

The Service Activation Date for the Service and/or Service Component occurs when AT&T provides notice that the Service transition is complete and the Service and /or Service Component is available for use by the PSAP or Host location. Service Activation is deemed to have occurred regardless of the readiness of the Customer Premise or the provision status of other Customer components.

Customer has 30 days from AT&T's notice of Service Activation to provide written notice of any issues with the Service. Upon completion of such corrective actions AT&T shall provide a new notice of Service Activation, and the Customer will have 30 days from receipt of the new Service Activation Date to provide AT&T written notice on any remaining issues with the Service.

If Contracting customer does not provide written notice of an issue by the end of 30 days, then it shall be deemed that Contracting customer accepted the Service.

- Billing

AT&T ESInet Service charges are applicable upon Service Activation of the Service.

If AT&T is unable to install or otherwise complete the Service Activation due to a delay caused by Customer (including the Customer or Customer Site not being ready), AT&T may begin billing for the Service and/or Service Component.

12. Order Cancellation

The Minimum Payment Period (MPP) for each service component provided by AT&T ESInet is noted in the Pricing Schedule. The Minimum Payment Period will start upon Service Activation. If the Contracting customer terminates Service or a service component at a Site prior to the completion of a Minimum Payment Period, Contracting customer shall pay Termination Charges for services equal to one-hundred percent (100%) of the monthly recurring charges for the months remaining in the MPP per service component.

For local access and special construction, an equitable adjustment in the contract price shall be made to AT&T for completed service, including amounts that are due to any Local Access provider(s), but no amount shall be allowed for anticipated profit on unperformed services.

13. Policies and Procedures

Customer shall be responsible for complying with the policies and procedures for the use of AT&T ESInet that AT&T may issue from time to time. Any policies and procedures issued by AT&T shall not take precedence over the terms of Customer's agreement, Contracting customer's Pricing Schedule or this Service Guide. Such policies and procedures will address, among other things, ordering procedures, customer service issues and maintenance windows

14. Glossary

Glossary	
Term/Acronym	**Description/Definition**
9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
Aggregation Sites	A regional AT&T Central Office location that houses the Legacy Network Gateway (LNG) which delivers IP traffic to a Core Processing Node, and has the ability to convert legacy TDM traffic to IP traffic.
Automatic Location Identification (ALI)	The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
Automatic Number Identification (ANI)	Telephone number associated with the access line from which a 9-1-1 call originates.
AT&T Virtual Private Network (AVPN)	An encrypted tunnel between a pair of network components that provides secure communications across a public network like the Internet.
Border Control Function (BCF)	Provides session border control and firewall functionality in accordance with the NENA 08-003 specification. The BCF inspects, modifies and controls Session Initiation Protocol (SIP) signaling and associated media where the ESInet and agency interconnect and where the ESInet connects with service provider networks. The BCF mitigates security threats, resolves interoperability problems and ensures reliable SIP-based communications.
Call Bridging	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added
Call Routing	The capability to selectively route the 9-1-1 call to the appropriate PSAP.
Call Transfer	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.
Centralized Automatic Message Accounting (CAMA)	An automatic message accounting system that records data regarding user-dialed calls and serves more than one switch from a central location.
Central Office (CO)	A telephone company building in which telephone equipment is installed and where the outside cable plant connects to the Central Office switches. The location where telephones are switched in the local loop. Also called a local office or end office. A Local Exchange Company (LEC) location from which it furnishes telecommunications services.
Class of Service (CoS)	A parameter used in data and voice protocols to differentiate the types of payloads contained in the packet being transmitted. The objective of such differentiation is generally associated with assigning priorities to the data payload or access levels to the telephone call.

Glossary	
Term/Acronym	**Description/Definition**
Contracting Customer	Contracting Customer refers to the entity that has entered into a contract with AT&T for the purchase of AT&T ESInet service; however, it may not be the same entity as the Customer using AT&T ESInet. For example, a State may contract for AT&T ESInet service on a statewide basis and will be considered the Contracting Customer, while individual PSAPs using AT&T ESInet within the State are considered Customers. The Contracting Customer may be the same as the Customer, e.g., where a PSAP both contracts for and uses the AT&T ESInet™ service.
Core Call Processing Node	A common computing infrastructure that enables centralized IP call routing services and application control and management for the overall AT&T ESInet™ solution infrastructure
Customer	Customer means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number (9-1-1) and which have purchased and are using AT&T ESInet™ Service, Customers may consist of one PSAP or several PSAPs, in which case, such PSAPs are "affiliates" of the Customer.
Customer Premises	A location designated by the Customer for the purposes of connecting to the Service(s).
PSAP Customer Premises Equipment (CPE)	Refers to equipment provided by Customer at the demarc on Customer Premises.
E9-1-1	A telephone system which includes network switching, database and Public Safety Answering Point premises elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number. The term also includes any enhanced 9-1-1 service so designated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-4-46 and 05-196, or any successor proceeding.
Emergency Call Routing Function (ECRF)	A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
Emergency Service IP Network (ESInet)	ESInets use broadband, packet switched technology capable of carrying voice plus large amounts of varying types of data using Internet Protocols and standards. ESInets are engineered, managed networks, and are intended to be multi-purpose, supporting extended Public Safety communications services in addition to 9-1-1.
Emergency Service Number (ESN)	An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical) service that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).
Emergency Services Routing Proxy (ESRP)	An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.

Glossary	
Term/Acronym	**Description/Definition**
End Office (EO)	The telephone-switching center that initiates a 9-1-1 call. Also known as Central Office (CO).
Function of Code Routing (FOCR)	A standard vehicle for exchanging the information needed to enable selective routing and ALI steering between competitive database providers.
Geographic Information System (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.
I3 Public Safety Answering Point (i3 PSAP)	A PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.
Internet Protocol (IP)	A protocol used for communicating data across a packet switched internetwork using the Internet Protocol Suite (TCP/IP).
Legacy Network Gateway (LNG)	A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 PSAPs are able to receive emergency calls from such legacy networks.
Legacy PSAP Gateway (LPG)	An NG9-1-1 Functional Element which provides an interface between an ESInet and an un-upgraded PSAP. Ref: NENA 08-003
Legacy Selective Router (LSR)	The LSR provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.
Local Access Connection (LAC)	The physical link or circuit that connects the telecommunication service providers network to the AT&T ESInet demarcation point
Mobile Positioning Center (MPC)	The MPC is a Functional Entity that provides an interface between the wireless originating network and the Emergency Services Network. The MPC/GMLC retrieves, forwards, stores and controls position data within the location services network. It interfaces with the location server (e.g., Position Determining Entity (PDE)) for initial and updated position determination. The MPC/GMLC restricts access to provide position information only while an emergency call is active.
Multiprotocol Label Switching (MPLS)	A type of data-carrying technique for high-performance telecommunication networks. MPLS directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.
National Emergency Number Association (NENA)	The National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
Network Termination Equipment (NTE)	Company provided equipment that allows proper connections, management and monitoring to either a legacy or IP enabled PSAP or Host. Equipment may include: cabinets with Router, Switch or other Network edge equipment.
Nonrecurring Charge (NRC)	The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Glossary	
Term/Acronym	**Description/Definition**
Next Generation 9-1-1 (NG 9-1-1)	NG 9-1-1 is an Internet Protocol (IP)-based system comprised of managed Emergency Services IP networks (e.g., AT&T ESInet™), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations.
Offnet	Other networks or telephone numbers outside of the Customer AT&T ESInet. For example: non-emergency stations outside of the Customer contracted ESInet.
Originating Service Provider (OSP)	The telephone service provider that will be delivering NG 9-1-1 traffic to the AT&T ESInet™ via the AT&T DACS.
PSAP Abandonment Device (PAD)	The PAD is a device that can be used when a PSAP is abandoned due to a catastrophic event or to support manned versus un-manned operating hours.
Points of Interconnection (POIs)	Used to show the physical interface between two different carriers, such as a local exchange carrier (LEC) and a wireless carrier or an LEC and an Interexchange Carrier (IXC). This demarcation point often defines responsibility as well serving as a point for testing.
Points of Presence (POP)	The point at which two or more different networks or communication devices build a connection with each other.
Public Safety Answering Point (PSAP)	Public Safety Answering Point (PSAP): An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.
Public Switched Telephone Network (PSTN)	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North. America. The phone system, including the Network.
Recurring Charges	The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.
Selective Router Data Base (SRDB)	The routing table that contains telephone number to ESN relationships which determines the routing of 9-1-1 calls.
Session Initiation Protocol (SIP)	A signaling protocol, widely used for setting up and tearing down multimedia communications sessions such as voice and video calls over the internet.
Service Activation Commitment Date	The mutually agreed upon date that a new, moved or changed service component will be made available to customer.
Signaling Transfer Point (STP)	A router that relays SS7 messages between signaling end-points (SEPs) and other signaling transfer points (STPs). Typical SEPs include service switching points (SSPs) and service control points (SCPs).
Short Message Service (SMS)	A service typically provided by mobile carriers that sends short (160 characters or fewer) messages to an endpoint. SMS is often fast, but is not real time.
Text Control Center (TCC)	In the Text to 9-1-1 service the Text Control Center (TCC) network element provides the interworking function between SMS messages from/to a Commercial Mobile Service Provider (CMSP) and to/from the PSAP.
TTY Device	A type of machine that allows people with hearing or speech disabilities to communicate over the phone using a keyboard and a viewing screen. It is sometimes called a TDD.

Glossary	
Term/Acronym	**Description/Definition**
Time Division Multiplexing (TDM)	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
Telephone Number (TN)	A unique combination of ten digits that identifies the equipment used to place and receive calls.
Trunk	A network communication path connecting two switching systems. A Central Office circuit terminating in the telephone equipment on the customer's premises. A circuit between CO and the PSAP.
Valid Destination	The correct primary or alternate PSAP, PSTN or tone/treatment designated by the PSAP.
Voice over Internet Protocol (VoIP)	Technology that permits delivery of voice calls and other real-time multimedia sessions over IP networks.
VoIP Positioning Center (VPC)	The VoIP Positioning Center (VPC) is the element that provides routing information to support the routing of VoIP emergency calls and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.

Service Level Agreement (SLA)

1. General AT&T ESInet™ SLA Terms

1.1. General SLA Terms

AT&T has established performance objectives for its AT&T ESInet™ Service. While AT&T does not guarantee performance, AT&T will provide credits to an eligible Customer when a performance objective is not met. The performance objectives and the associated credits shall be referred to as a Service Level Agreement or "SLA." If an SLA states that a Customer is eligible for an AT&T ESInet SLA credit, this means that the Customer is eligible to receive specified credit associated with a missed service level objective, subject to the terms, definitions and any exclusions or limitations stated herein. All SLA credits are limited to, and will be credited against, Customer's MRCs for call routing services at an affected Customer site.

1.1.1. Definitions

"Outage" is defined as an occurrence within the AT&T ESInet Service (including managed NTE and/or the AT&T-provided access) that results in the inability of Customer to receive or transfer ESInet calls for more than one minute.

"Maintenance" time can be either for "Scheduled Maintenance" or "Emergency Maintenance". "Scheduled Maintenance" is maintenance, repair or updating activities that are performed during a maintenance window established by AT&T or a maintenance window agreed to by AT&T and Customer. AT&T may also perform Scheduled Maintenance by providing Customer a minimum of five (5) business days' notice prior to the day the Scheduled Maintenance will occur. "Emergency Maintenance" is unscheduled maintenance, repair or updating activities that are necessary in order to protect AT&T facilities, network services or the security of Customer equipment or property. AT&T will attempt to provide reasonable notice to the Customer when AT&T determines that it is required to perform Emergency Maintenance prior to the maintenance activity being performed.

1.1.2. SLA Claims

To be eligible for a SLA Credit, Customer must: (a) open a trouble ticket within 2 weeks of the day AT&T failed to meet the SLA performance objective or that customer otherwise became eligible for the SLA service credit.; (b) notify AT&T in writing of a claim within 30 days of the performance objective failure, pursuant to the notice provisions of their Agreement. All claims submitted by Customer shall include the AT&T trouble ticket number or provisioning order number, date and time of the Outage or the other event that Customer believes makes it eligible for a SLA credit. AT&T shall verify and determine Customer's eligibility for an SLA service credit.

1.1.3. SLA Claims Limitations

Any SLA credit paid to Customer shall constitute the sole and exclusive remedy available to Customer for a failure by AT&T to meet a performance objective. Customer may only receive Service credits equal to one (1) month's Covered Charge for any affected PSAP in a given calendar month.

1.2. SLA Exclusions

SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.

AT&T is not responsible for failure to meet an SLA resulting from:

- Negligent conduct or misuse of the Service by Customer;
- The failure or deficient performance of power, equipment, services or systems not provided/maintained by AT&T;
- The conduct or performance of a third party service provider providing service to Customer;
- A PSAP/Host location that has not been actively in-use (e.g., calls made to or from the PSAP/Host location) for a minimum of 30 calendar days; provided, however, such exclusion does not apply to the On Time Provisioning SLA.);
- Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair;
- Force Majeure;
- Service interruptions, deficiencies, degradations or delays:
  - Due to network or LAN components not provided by AT&T;
  - Due to ESInet network connections or local access where complete physical access and POP diversity to the PSAP or Host location is not provided;
  - Due to access lines or Customer Premise Equipment ("CPE"), whether provided by AT&T or others (except as specifically provided in a particular SLA), including CPE trunk volume;
  - Due to actions taken by Customer resulting in call quality issues (e.g., CPE trunk volume power too high/low, customer equipment.);
  - Due to the failure of PSAP call handling equipment and software;
  - Due to the time period when AT&T or its agents were not afforded access to the premises where access lines associated with the AT&T transport service are terminated or AT&T CPE is located;
  - During Maintenance of a Service Component, or for the implementation of a Customer order;
  - Due to insufficient bandwidth/concurrent call capacity ordered by Customer. (See table in section 2.2 ESI Network Connections of the Service Guide for ESInet Network Connections);
  - Due to faults or failures by Originating Service Providers;
  - Due to testing and/or repair related to the use of a Service Component by Customer;
  - Due to failed test call(s) of less than 10 (ten) seconds; and
  - When a PSAP receives less than 20 calls per day for purposes of the Voice Quality SLA.

For all SLA claims, if the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Additionally, Customer may receive:

- Credits for an affected Customer Site in a given month equal to the total discounted monthly Covered Charge for the Site in a given calendar month.

Use of Alternate Service: If Customer elects to use another means of communications during the period of interruption, Customer is solely responsible for the alternate communication service, including any associated charges.

2. Service Level Agreement Performance Objectives

2.1. SLA On-Time Provisioning

The performance objective for the On-Time Provisioning SLA relates to activating a new PSAP or Host location for the Service by the Service Activation Committed Date. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed Service and/or Service Component will be made available to customer. The Service Activation Date for the Service is the date AT&T provides notice that the Service is available for use by the PSAP or Host location. ("Service Activation").

If AT&T does not meet this performance objective for On-Time Provisioning SLA, Customer may be entitled to a one time SLA credit equal to one (1) month's discounted MRCs for call routing service for the applicable Service site, after the Service Activation is completed.

2.2. Service Availability/Time to Restore SLA

The performance objective for the Site Availability/Time to Restore SLA is for the Service Site Availability to be 100%.

Time to Restore is measured from when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T (in cases where it is necessary for AT&T to diagnose and/or restore a Service Component into use) until the time AT&T Customer Care makes its first attempt to notify Customer that the issue has been resolved and the Service Components are restored and available for Customer to use.

If AT&T does not meet this performance objective, Customer may be eligible for a Site Availability/Time to Restore SLA credit equal to the Customer's total discounted MRCs for call routing services for the affected PSAP sites, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table below.

Site Availability/Time to Restore SLA Credit Table		
Time to Restore - Equal to or Greater Than	**Time to Restore - Less than**	**Credit Percentage**
1 minute	2 hours	5%
2 hours	4 hours	10%
4 hours	8 hours	15%
8 hours	16 hours	20%
16 hours	> 16 hours	40%

2.3. PSAP Call Delivery

The performance objective for the PSAP Call Delivery SLA is for calls received into the Service in any given calendar month delivered to a Valid Destination.

The PSAP Call Delivery SLA is not met in a calendar month if AT&T fails to deliver to a Valid Destination:

- one (1) or more call(s) if fewer than 100,000 calls are presented in a calendar month, or
- more than 001% of the total calls if 100,000 or more calls are presented in a calendar month.

If AT&T does not meet this performance objective and fails to remedy the issues within one (1) month following the month AT&T did not meet its performance objective, Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing services for the impacted PSAP.

2.4. SLA Voice Quality

The performance objective for Voice Quality SLA is for the Daily Predicted MOS (PMOS) value per PSAP to be 3.5 or more for G.711 codec as measured by AT&T, where the ideal PMOS score for the G.711 codec is 4.3. The Service will monitor the IP audio packets from the AT&T ESInet demarcation point into the Core Call Processing Nodes and from the PSAP (from the Customer demarcation point) into the Core Call Processing Nodes. The Daily PSAP PMOS value will be based on an average of the per call PMOS scores over a 24-hour calendar day.

If AT&T does not meet this performance objective and the Voice Quality SLA falls below the performance objective for three consecutive days in a given calendar month and AT&T is unable to restore Service to meet the performance objective within 30 days of the failure, the Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing service for the impacted PSAP(s).

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AT&T HIGH SPEED INTERNET - ENTERPRISE
PRICING SCHEDULE

Customer	AT&T
MIAMI-DADE COUNTY Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: US	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Juan Aguirre Title: Mr Street Address: 5680 SW 87TH AVE City: MIAMI State/Province: FL Zip Code: 33173 Country: US Telephone: 305-596-8941 Email: juan.aguirre@miamidade.gov	Name: MARIO RUIZ Street Address: 13450 W SUNRISE BLVD City: SUNRISE State/Province: FL Zip Code: 33323 Country: US Telephone: 954-806-2467 Email: mr2673@exo.att.com Sales/Branch Manager: Lizmary Whyte SCVP Name: Erik Lindborg Sales Strata: BNS Sales Region: USA **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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AT&T HIGH SPEED INTERNET - ENTERPRISE
PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the AT&T High Speed Internet - Enterprise Service Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) between AT&T and Customer related to the Services and Components set forth herein, including, but not limited to, the following:

Pricing Schedules and / or Associated Pricing Addendums	
HSIA-E1006647	

1. SERVICES

Service	Service Publication Location
AT&T High Speed Internet - Enterprise	http://serviceguidenew.att.com/sg_flashPlayerPage/DSL

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. SITE COMMITMENT

Site Commitment	5
Site Commitment Date	Installed within 12months following Effective Date of this Pricing Schedule

Discounts are set forth in tables below. If Customer does not meet its Site Commitment by the Site Commitment Date specified above, AT&T may: (i) bill Customer retroactively to recover all discounts received under this Pricing Schedule; and/or (ii) terminate the application of any discounts specified in this Pricing Schedule.

4. MINIMUM PAYMENT PERIOD

Service Components	Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period*	Minimum Payment Period per Service Component
ADSL, Broadband, and Broadband II Service Components	Lesser of $200 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
*Waived for any line terminated within 30 calendar days after provisioning.		

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days

6. RATES AND DISCOUNTS

6.1. STABILIZATION OF RATES

Stabilization Date of Rates for AT&T High Speed Internet - Enterprise*	FEB-10-2017

*Service Components added to the Service Guide after the Stabilization Date are available for order at current list rates as set forth in the Service Guide.

6.2. AT&T High Speed Internet – Enterprise Service Component Pricing: United States

The following applicable pricing applies to all Service Components ordered, and to any moves, adds or changes to existing Service during the Pricing Schedule Term. If discounts are provided below, rates will be determined by applying the discounts to the stabilized list rates as stated below. All service subject to geographic availability as detailed in the AT&T High Speed Internet – Enterprise Service Guide.

AT&T HIGH SPEED INTERNET - ENTERPRISE
PRICING SCHEDULE

Service Component		List Rate Dynamic IP	Discount Dynamic IP	List Rate Static IP	Discount Static IP
Broadband Service*† Monthly Charges					
	Broadband Up to 768K/Up to 384K	$45.00	16.67%	N/A	N/A
	Broadband Up to 1.5M/Up to 384K-1M	$50.00	22.00%	$65.00	16.92%
	Broadband Up to 3M/Up to 512K-1M	$55.00	27.27%	$70.00	21.43%
	Broadband Up to 6M/Up to 768K-1M	$65.00	36.92%	$80.00	30.00%
	Broadband Up to 12M/Up to 1M	$70.00	28.57%	$85.00	23.53%
	Broadband Up to 18M/Up to 1.5M	$100.00	50.00%	$115.00	43.48%
	Broadband Up to 24M/Up to 3M	$110.00	54.55%	$125.00	48.00%
	Broadband Up to 45M/Up to 6M	$120.00	41.25%	$135.00	36.67%
	Broadband Up to 75M/Up to 8M	$160.00	31.25%	$175.00	28.57%
Broadband II Service† Monthly Charges					
	Broadband II 25M/5M	$110.00	54.55%	$125.00	48.00%
	Broadband II 25M/25M	$120.00	33.33%	$135.00	29.63%
	Broadband II 50M/10M	$120.00	41.25%	$135.00	36.67%
	Broadband II 50M/50M	$200.00	15.00%	$215.00	13.95%
	Broadband II 100M/20M	$170.00	35.29%	$185.00	32.43%
	Broadband II 100M/100M	$300.00	10.00%	$315.00	9.52%
	Broadband II 200M/40M	$250.00	0.00%	$265.00	0.00%
	Broadband II 200M/200M	$400.00	0.00%	$415.00	0.00%
	Broadband II 300M/75M	$350.00	28.57%	$365.00	27.40%
	Broadband II 300M/300M	$500.00	44.44%	$515.00	48.00%
	Broadband II 500M/100M	$450.00	44.44%	$465.00	43.01%
	Broadband II 500M/500M	$600.00	80.67%	$615.00	70.24%
	Broadband II 1G/200M	$600.00	25.00%	$615.00	24.39%
	Broadband II 1G/1G	$750.00	70.67%	$765.00	70.16%
	Broadband II 2G/2G	$850.00	70.53%	$865.00	65.52%
	Broadband II 5G/5G	$950.00	58.42%	$965.00	50.96%
ADSL In-Region (IR) Service*† Monthly Charges					
	ADSL IR Up to 768K/Up to 384K	$35.00	0.00%	N/A	N/A
	ADSL IR Up to 1.5M/Up to 384K Single Static	N/A	N/A	$50.00	0.00%
	ADSL IR Up to 1.5M/Up to 384K	$40.00	0.00%	$55.00	0.00%
	ADSL IR Up to 3M/Up to 512K	$45.00	0.00%	$60.00	0.00%
	ADSL IR Up to 6M/Up to 768K	$55.00	0.00%	$70.00	0.00%
ADSL In-Region (IR) Direct Service*† Monthly Charges					
	ADSL IR Up to 768K/Up to 384K - Direct	$45.00	0.00%	N/A	N/A
	ADSL IR Up to 1.5M/Up to 384K Single Static - Direct	N/A	N/A	$60.00	0.00%
	ADSL IR Up to 1.5M/Up to 384K - Direct	$50.00	0.00%	$65.00	0.00%
	ADSL IR Up to 3M/Up to 512K - Direct	$55.00	0.00%	$70.00	0.00%
	ADSL IR Up to 6M/Up to 768K - Direct	$65.00	0.00%	$80.00	0.00%

Service Component		List Rate	Discount
ADSL Out of Region Service (Single Dynamic or Single Static IP)* Monthly Charges			
	ADSL Up to 768K/Up to 128K	$55.00	0.00%
	ADSL Up to 1.5M/Up to 384K	$50.00	0.00%
	ADSL Up to 3M/Up to 512K	$60.00	0.00%

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Service Component			List Rate	Discount
	ADSL Up to 6M/Up to 768K		$80.00	0.00%
Multiple IP Static SDSL Service*† Monthly Charges				
	SDSL 192K/192K		$150.00	0.00%
	SDSL 384K/384K		$200.00	0.00%
	SDSL 768K/768K		$270.00	0.00%
	SDSL 1.1M/1.1M		$350.00	0.00%
	SDSL 1.5M/1.5M		$400.00	0.00%
Broadband / Broadband II Equipment Fee Monthly Charges				
	Broadband Equipment Fee		$10.00	100.00%
	Broadband II Equipment Fee		$10.00	100.00%
Broadband / Broadband II Additional IP Block Monthly Charges (Block size indicates number of useable IP addresses)				
	Broadband Additional IP Block - 13		$35.00	30.57%
	Broadband Additional IP Block - 29		$40.00	45.00%
	Broadband II Additional IP Block - 13		$35.00	30.57%
	Broadband II Additional IP Block - 29		$40.00	45.00%
Non-Recurring Charges				
	Broadband II Inside Wiring			
		Broadband II Inside Wiring - Copper	$0.00	0.00%
		Broadband II Inside Wiring - Fiber	$0.00	0.00%
	Equipment Purchase Price			
		ADSL CPE Purchase Option	$100.00	0.00%
		SDSL Multiple IP CPE Purchase	$450.00	0.00%
	Professional Installation**			
		ADSL Professional Installation	$200.00	0.00%
		Broadband II Professional Installation - Dynamic	$200.00	50.00%
		Broadband II Professional Installation - Static	$200.00	50.00%
		Broadband Professional Installation	$200.00	100.00%
	Miscellaneous			
		Additional Inside Wire (SDSL)	$100.00	0.00%
		Broadband Equipment Non-Return Fee	$150.00	100.00%
		Broadband II Equipment Non-Return Fee	$150.00	100.00%
		Broadband II Tech Dispatch Repair (per 1/2 hour)	$50.00	0.00%
		Field Technical Dispatch	$100.00	0.00%
		Missed Appointment Fee	$100.00	0.00%

Notes	
*	Actual bandwidth may vary by bandwidth ordered.
†	Dynamic Service includes 1 IP Address. Static Service includes 5 IP addresses, except where noted.
**	Orders for which the Professional Installation fee applies are set forth in the Service Guide.