SUBJECT: Data Services

BID NO.: SC-0586-14 **OPEN DATE:** 07/30/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract - December 31, 2014 through March 31, 2018, with Two (2) One (1) Year Renewal Options

FOR: Information Technologies Division

BASIS OF AWARD: Must meet minimum requirements. All or none to the lowest, responsive, responsible bidder.

NUMBER OF BIDS INVITED: 28 **NUMBER OF BIDS RECEIVED:** 1 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to utilize the first (1) of two (2) renewal options with AT&T Corporation to continue providing data services for the Information Technologies Division. Period of service will be April 1, 2018 through March 31, 2019. Total requested expenditure not-to-exceed $288,156.00 for a total maximum indebtedness not-to-exceed $1,316,847.35.

Funding for this award from account code AFIT531CSCS-04102 to be executed by contract amendment (#7669-08) through the Office of General Counsel.

Attachments: Recommendation Memo, Vendor Letter, Terms and Conditions, Previous Awards

Analyst: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Kenneth Lathrop, Chief of Information Technologies Division/CIO**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

03/01/18 14:40:36
Procurement Division

February 27, 2018

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract & Records Manager Thomas Ossi

RE: **SC-0586-14 Data Services Renewal Request and Award Increase**

The Information Technologies Division (ITD) is requesting to enter into the 1st of two (2) 1 year renewal options available for Award SC-0586-14 Data Services using the contracted and applicable renegotiated pricing provided by AT&T, Corp. These services will provide critical network connectivity for the Fire Stations and other remote COJ locations.

ITD Management is requesting the annual amount of $288,156.00 for this renewal period.

The renewal period will be from April 1, 2018 through March 31, 2019.

ITD Management is recommending increasing the total award not to exceed amount from $1,028,691.35 to a revised total award not to exceed $1,316,847.35.

Funding source will be Index Code: AFIT531CSCS Sub-Object: 04102.

Thank you for your consideration of this request.

Cc: Robert Gray, Technology Infrastructure Manager
Michael Rooney, Network & Telecom Infrastructure Manager MRooney

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

Feb 27, 2018

To whom it may concern:

RE: Contract for City of Jacksonville Data Services with AT&T

This letter is to inform you that your current contract with AT&T is set to expire March 31, 2018 per Bid # SC-0586-14 Data Services. AT&T would like to renew the service which included two (2) one (1) year renewal options. Please exercise the first of two 1 year renewal options immediately. AT&T has provided reduced rates for the services if COJ exercises the renewal.

Should your office require any further information, please feel free to contact me at 904-476-3100.

Sincerely,

W Chris Wadley

Chris Wadley

AT&T Account Manager

904-407-2751 office

904-476-3100 cell

Cw3669@att.com

TERMS AND CONDITIONS

1. **PURPOSE AND TERM:** Purpose of this bid is to establish firm prices and a source for DATA TELECOMMUNICATIONS SERVICES to be purchased by the City of Jacksonville, Florida for a 36 month term, beginning the date of award.

   Monthly Services required herein will commence **October 1, 2014**. The period from date of award through **October 1, 2014** is to allow for any transition/set-up requirements necessary to ensure a smooth transition of services between the incumbent vendor, AT&T, whose current contract ends **September 30, 2014**, and the awarded contractor for this bid, if applicable. All locations shall be installed and operational within 90-days of contract award.

   Reservation: Commencement date may fluctuate. Vendor will hold pricing firm until such services are fully implemented.

2. **RENEWAL:** Upon written mutual agreement between Contractor and the City of Jacksonville Florida, contract may be renewed at anniversary date for two (2) additional one (1) year periods, subject to the same provisions, terms, conditions, specifications and pricing in accordance with paragraph #7 of the Terms and Conditions Section.

3. **AWARD:** Bidder must meet minimum requirements to bid. Award will be ALL OR NONE to the lowest responsive, responsible bidder, as indicated on the Bid Proposal Form, Attachment A. All items must be bid for an all-or-none award. Note that this is a source of supply bid; all items in a group will not necessarily be ordered at one time. The Bid Proposal Form is separated for ease of calculation and understanding of each service criteria pricing.

   The City reserves the right to utilize each awarded item as the services fit the needs of the City. The City of Jacksonville is not bound to procure services for a group should it be determined not to be in the best interest of the City. The City may choose not to continue service for any group due to funding availability or vendor performance.

   The City of Jacksonville will base the award on one of the two solution options (Section 1: Option A or Option B) below. The City will determine which option is in the best interest of the city based on its current and future needs.

   The Bidder will provide the cost for the below listed service descriptions to support standalone Metropolitan Ethernet data transfer rates to multiple City of Jacksonville locations.

   Additionally, the bidder is required to provide a catalog of pricing for a menu of bandwidth options, see Section 2 of Bid Proposal Form – Attachment A. This section will be used for budgetary reporting and potential changes made to services within the contract period.

   In the event of a site location cancellation the Catalog Pricing listed for the particular service type, provided within this Proposal Form, will be deducted from the total monthly service fee.

   In the event a new site location is added the Catalog Pricing listed for the particular service type, provided within the this Proposal Form, will be added to the monthly service fee and will become part of the original Contract Terms.

Example: The city approves to add a new location and will require Metropolitan Ethernet services or an existing location from this awarded contract needs to increase or decrease bandwidth based on changes in organization environment.

This catalog of pricing needs to match as close as possible to the overall per site services cost in order to calculate an expected cost per site.

SECTION 1 of Bid Proposal Form - Attachment A:

The City of Jacksonville will award contract services based on Section 1 of Attachment A. Two options are described as follows:

OPTION A:

- All Site Locations listed in Attachment D with a fixed rate of 10 Mbps

- Main Service Head END
  - Fixed Rate 500 Mbps head end minimum
  - Single mode SFP with DOM
  - Each remote site has connectivity to main Service head end
  - Located at 515 N. Julia St., 2nd Floor, Jacksonville, FL 32202

- Backup Service Head End (must be active at all times)
  - Fixed Rate 500 Mbps head end minimum
  - Single mode SFP with DOM
  - Each remote site has connectivity to backup Service head end
  - Located at 214 N. Hogan St., 4th Floor, Jacksonville, FL 32202

OPTION B:

- All Site Locations listed in Attachment D with a fixed rate of 20 Mbps

- Main Service Head END
  - Fixed Rate 1000 Mbps/1 Gbps head end minimum
  - Single mode SFP with DOM
  - Each remote site has connectivity to main Service head end
  - Located at 515 N. Julia St., 2nd Floor, Jacksonville, FL 32202

- Backup Service Head End (must be active at all times)
  - Fixed Rate 1000 Mbps/1 Gbps head end minimum
  - Single mode SFP with DOM
  - Each remote site has connectivity to backup Service head end
  - Located at 214 N. Hogan St., 4th Floor, Jacksonville, FL 32202

SECTION 2 of Bid Proposal Form - Attachment A:

This section must be completed but will not be used in the evaluation of the proposal. The purpose of this section is to provide the City of Jacksonville "Catalog Pricing" for services. Should the City of Jacksonville wish to change services and/or locations, the pricing listed in this section during the contract period will be used.

Failure to respond to all line items on Bid Proposal Form (Attachment A) as requested may result in rejection of item(s) as non-responsive.

4. **SERVICE CONTINUITY:** The awarded vendor will work with the incumbent service provider to ensure that the transition of services remains transparent to the City of Jacksonville's functionality. It is imperative that the data services utilized by the City of Jacksonville are maintained with minimal downtime due to cutover of vendor services.
5. **PREBID MEETING:** A Non-Mandatory Pre-Bid meeting is scheduled for Thursday, July 17, 2014, 10:00a.m., at the City of Jacksonville, Ed Ball Building, 214 N. Hogan Street, 8th Floor, Room 825, Jacksonville, FL 32202. Attendance is recommended but not mandatory to be eligible to bid on this proposal.

6. **EX PARTE COMMUNICATIONS:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this bid with City personnel involved with or related to this bid, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

   Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the City's existing contract(s) for the materials or services addressed in this bid.

7. **PRICING:** Monthly pricing for both Section 1 (Option A and Option B) and Section 2 (Catalog Pricing) shall be **inclusive of all applicable charges**; including but not limited to, provisioning, connection, construction charges, labor, tariff, taxes (local, federal, state), site visits, program management, etc. (including administrative cost for submission of all required paperwork on our behalf and any other costs) and will be the only compensation given the contractor for the required services herein. The City of Jacksonville shall not be charged any one-time charges. Any known costs such as federal excise taxes and FCC charges must be explained in the bid proposal in order for the city to estimate the total of the executed contract.

   The City of Jacksonville may close a Fire Station due to operational needs. The prevailing contract must include a provision that allows the City to disconnect services, without disconnection or termination fees, in the event a decision is made to close a fire station.

   Services NOT Covered By Specifications: Should vendor currently provide additional telecommunications services not listed in this bid, vendor may supply that information, along with pricing as an additional attachment for the City's consideration. This information will not be included in determining the overall cost for this award.

   When THE CITY OF JACKSONVILLE requires related services, including installations, that are not a part of the specifications herein, the ITD Manager may request a written quote for those services. THE CITY OF JACKSONVILLE may, at its sole discretion, elect to procure those services from the contractor in accordance with this contract **or** may elect to procure them elsewhere. If the ITD Manager elects to procure the service(s) from the contractor, a separate purchase order will be issued.

   Pricing will be reviewed on an annual basis by group as detailed below. Any adjustment agreed upon will become effective the following contract renewal period.

Escalation/De-escalation, Sections A, B, C: THE CITY OF JACKSONVILLE will consider an increase/decrease based on published tariff rate/list price at the annual anniversary date of the contract with consideration given to maintaining the same percentage discount as originally bid. This will be negotiated at the sole discretion of the City of Jacksonville.

Escalation Provision, Section D: THE CITY OF JACKSONVILLE will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 5% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the new contract year. The contractor must request the increase in writing during the renewal review process.

8. **LINE ITEM BIDS AND CORRECTIONS**: All prices submitted on the Bid Proposal Form shall be legible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

7. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and the make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.

8. **RESPONSE TIME:** Contractor agrees to commence the work upon receipt of a Service Request. Contractor must be able to install circuits within 30 calendar days ARO for sites with available infrastructure and must complete all services within 90 calendar days after the date of first installation. Work on a specific job shall be completed in accordance with timeline mutually agreed to as stated on service request. The ITD Manager must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an emergency situation, THE CITY OF JACKSONVILLE will have the option to procure services elsewhere.

   If the contractor is providing work which, in the opinion of THE CITY OF JACKSONVILLE, is contrary to the contract requirements, THE CITY OF JACKSONVILLE shall have the right to stop the work until a review and resolution can be attained. Failure to provide services in accordance with the above instructions may result in the bidder being disqualified from conducting business with THE CITY OF JACKSONVILLE.

9. **SERVICE LEVEL REQUIREMENTS:**
   a. **ASSIGNED CONTACT PERSON** Contractor shall provide an assigned technical contact person with a local Jacksonville or toll free telephone number 15 days after award of the contract and keep this information updated for the life of the contract. This individual will be the contact for all matters related to this bid award including service requests and problem-reporting. This individual shall have the ability to dispatch and manage Contractor technicians for THE CITY OF JACKSONVILLE trouble reports. This individual shall have the ability to escalate any trouble report within their organization to secure the necessary Contractor resources to resolve the reported data service trouble within the prescribed time limit. This individual shall provide THE CITY OF JACKSONVILLE ITD Manager or designated representative with an email address, direct office telephone number and mobile service (cell phone) contact number to be used by THE CITY OF JACKSONVILLE. This individual or Contractor designated representative will be available for THE CITY OF JACKSONVILLE

trouble call receipt, dispatch and handling during after-hour work time, nights, weekends and/or holidays, as required by THE CITY OF JACKSONVILLE.

b. COORDINATE CUTOVERS Contractor shall coordinate all cutovers with THE CITY OF JACKSONVILLE ITD Manager or designated representative to plan and minimize interruption of service. Preferred cutover times are between 7:00 AM and 5:00 PM, Monday through Friday. However, based on the nature of the service implemented, changes and cutovers could be completed after normal work hours, nights, weekends, as coordinated and approved by THE CITY OF JACKSONVILLE ITD Manager. Any Contractor overtime charges will need to be pre-approved and allocated prior to overtime work completion by the Contractor. Failure by the Contractor to secure pre-approval for overtime work and charges from THE CITY OF JACKSONVILLE Information Technology Division could result in the contractor not being paid for overtime work by THE CITY OF JACKSONVILLE, even if the overtime work is completed by the Contractor.

c. ONSITE TECHNICIAN Contractor shall have their technician onsite to jointly conduct the cutover along with the designated THE CITY OF JACKSONVILLE Technical Representative.

d. RESPONSE TIMES Contractor shall meet the response times City-wide for reported service outages as stated in **Attachment B** (Service Level Requirements).

e. PROJECT MANAGER Contractor shall provide an assigned, trained, project manager with a local Jacksonville or toll free telephone number for adds/moves/changes deemed necessary by the CITY OF JACKSONVILLE to require the expertise of a project manager. This individual shall coordinate between the vendor and the City for all services regarding each specified project. This individual shall provide THE CITY OF JACKSONVILLE ITD Manager or designated representative with complete project history and tracking of all related information regarding the project.

10. **FAMILIARITY WITH SITES:** THE CITY OF JACKSONVILLE has offices located at various sites throughout the county. Each bidder is encouraged, prior to submitting his bid, to examine the sites to determine the extent of the work involved and the conditions under which the services to be rendered will be executed. Site visits may be requested and granted with prior arrangement. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all the site conditions The failure to familiarize himself with the sites shall in no way relieve him from any obligations with respect to his bid.

11. **LABOR AND MATERIALS:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

12. **SUB-CONTRACTORS:** THE CITY OF JACKSONVILLE must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the ITD Manager. The vendor will be fully responsible to THE CITY OF JACKSONVILLE for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.

13. **COMMUNICATIONS:** After award has been made, the contractor shall then forward all communications, including invoices, to:

THE CITY OF JACKSONVILLE
ITD Manager
Information Technology Division
214 N. Hogan Street, Suite 900
Jacksonville FL 32202

14. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to THE CITY OF JACKSONVILLE rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any THE CITY OF JACKSONVILLE sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify ITD personnel and follow customary check-in procedures when they are physically on-site at any THE CITY OF JACKSONVILLE facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by THE CITY OF JACKSONVILLE personnel, a form of picture identification (i.e. - driver's license, ID card) AND a THE CITY OF JACKSONVILLE Vendor Badge.

    Failure of Contractor's personnel to adhere to THE CITY OF JACKSONVILLE rules and regulations described herein will result in removal of the individual(s) from the job site.

15. **USE OF SITE / SAFETY:** The contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of THE CITY OF JACKSONVILLE. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

16. **CLEAN UP:** The contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, shall remove all waste materials and rubbish from and about the work site as well as tools, equipment, machinery and surplus materials. Use of City dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of the work, THE CITY OF JACKSONVILLE may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor. **All damage to fences, structures, sod, or other property will be promptly repaired at the contractor's expense.**

17. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to THE CITY OF JACKSONVILLE, shall assume full responsibility therefore and shall bear all costs attributable thereto.

18. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

19. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to THE CITY OF JACKSONVILLE the appropriate federal debarment certification form within three (3) business days.

20. **PAYMENT:** THE CITY OF JACKSONVILLE may withhold payment in whole or in part to the extent necessary to reasonably protect THE CITY OF JACKSONVILLE if, in its opinion, services have not been provided as specified in the contract. Payment shall be released pending confirmation and/or verification that services are being rendered in accordance with the terms of the contract. Invoices shall be submitted monthly in a mutually agreed upon format.

21. **AVAILABILITY OF FUNDS:** The obligations of THE CITY OF JACKSONVILLE under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the City Council of the CITY OF JACKSONVILLE and in the event funds are not available, this Agreement may be canceled without penalty by Subscriber by giving written notice of such cancellation. Such notice shall be signed by the Mayor and delivered to the Company. Such cancellation of the Agreement shall not be deemed to be a breach of this Agreement by Subscriber.

    The obligations of THE CITY OF JACKSONVILLE under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the City Council of the CITY OF JACKSONVILLE and in the event funds are not available, a site location may be cancelled without penalty by Subscriber by giving written notice of such cancellation. Such cancellation of a site location shall not be deemed to be a breach of the Agreement by Subscriber. In the event of a site location cancellation the Catalog Pricing listed for the particular service type, provided in Section 2 of the Proposal Form, will be deducted from the total monthly service fee.

22. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford THE CITY OF JACKSONVILLE most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, THE CITY OF JACKSONVILLE reserves the right to purchase the item(s) from the State of Florida contract.

23. **AUDIT / RECORDS RETENTION:** THE CITY OF JACKSONVILLE shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to THE CITY OF JACKSONVILLE, through its employees, agents, representatives, contractors or other designees,

during normal business hours at Contractor's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for THE CITY OF JACKSONVILLE. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which THE CITY OF JACKSONVILLE may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

24. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

25. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this RFP may be unilaterally canceled by THE CITY OF JACKSONVILLE for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

26. **CANCELLATION:** The Chief of Procurement Division, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Bid when such action is in the best interest of THE CITY OF JACKSONVILLE. If Contract/Purchase Order(s) is so canceled, THE CITY OF JACKSONVILLE shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

27. **CIRCUMSTANCES BEYOND CONTROL:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Chief of Procurement Buying Administrative Services, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of THE CITY OF JACKSONVILLE, the disruption presented is commensurate with the conditions established herein, THE CITY OF JACKSONVILLE may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of THE CITY OF JACKSONVILLE shall be final, the goal will be a solution that is mutually beneficial.

28. **STAFFING PLAN:** Staffing Plan must include at a minimum:

    Assigned, local, technical contact person. This individual will be the contact for all matters related to this RFP award including service requests and problem-reporting. This individual shall have the ability to dispatch and manage Contractor technicians for THE CITY OF JACKSONVILLE trouble reports. This individual shall have the ability to escalate any trouble report within their organization to secure the necessary Contractor resources to resolve the reported data service trouble within the prescribed time limit. This individual shall provide THE CITY OF JACKSONVILLE ITD Manager or designated representative with an email address, direct office telephone number and mobile service (cell phone) contact number to be used by THE CITY OF JACKSONVILLE. This individual or Contractor designated representative will be

available for THE CITY OF JACKSONVILLE trouble call receipt, dispatch and handling during after-hour work time, nights, weekends and/or holidays, as required by THE CITY OF JACKSONVILLE.

29. **BILLING:** Vendor shall provide detailed monthly billing statements electronically to the City of Jacksonville. Electronic statements must be able to be parsed to determine explicit details regarding each circuit charge for use by the City of Jacksonville to perform auditing and verification of charges. Also, all original invoices must include; purchase order number, item number and description, date of services, quantity ordered and shipped, unit prices, extended totals and account number. All original invoice statements shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, FL 32202. Payment terms are Net 45 days.

    Billing for services will start two weeks after all circuits have been activated and tested by the City of Jacksonville IT Division; however, no sooner than December 1, 2014.

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SUBJECT: Data Services

BID NO.: SC-0586-14 **OPEN DATE:** 07/30/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: All or none to the lowest, responsive, responsible bidder. Monthly services will commence on October 1, 2014. Period of service will be for three (3) years (thirty-six (36) months).

FOR: Information Technologies Division

BASIS OF AWARD: Must meet minimum requirements. All or none to the lowest, responsive, responsible bidder.

NUMBER OF BIDS INVITED: 28 **NUMBER OF BIDS RECEIVED:** 1 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend award dated 8/29/14 to AT&T Corporation to correct the end date to align with the executed contract. The revised period of service is December 31, 2014 through March 31, 2018.

Recommend approval to increase the award to AT&T in the amount of $164,223.35, $11,727.35 is requested for FY17 to pay final invoices and $152,496.00 is requested for the period of service from October 1, 2017 through March 31, 2018. The revised total award not-to-exceed $1,028,691.35.

Funding for this award from account code AFIT531CSCS-04102 to be executed by contract amendment through the Office of General Counsel.

Attachments: Recommendation Memo, Contract, Terms and Conditions, Previous Award

Purchasing Analyst _____ Chelsey Fleming

Respectfully Submitted _____ Gregory Pease, Chief Procurement Division

CONCURRENCE BY: Kenneth Lathrop, CIO and Chief of Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE 10/19/17

Teresa R Eichner _____ OTHER _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE: 10/19/17

MR APPROVED: _____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION: _____ Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

OPIT531CS-4102

SUBJECT: Data Services

BID NO.: SC-0586-14

OPEN DATE: 07/30/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: All or none to the lowest, responsive, responsible bidder. Monthly services will commence on October 1, 2014. Period of service will be for three (3) years (thirty-six (36) months), beginning October 1, 2014 and ending September 30, 2017.

FOR: Information Technologies Division

BASIS OF AWARD: Must meet minimum requirements. All or none to the lowest, responsive, responsible bidder.

NUMBER OF BIDS INVITED: 28 **NUMBER OF BIDS RECEIVED:** 1 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Recommend approval of award to AT&T for Option A in the not to exceed amount of $864,468.00 for a service period of three (3) years (thirty-six (36) months), beginning October 1, 2014 and ending September 30, 2017, with the option to renew for two (2) additional one (1) year periods.

Recommend approval to utilize Attachment A, Catalog Pricing, in the event of a site location addition and/or cancellation.

This project is to be encumbered by account OPIT531TC-04102 and executed by Formal contract thru the Office of General Counsel and released by individual purchase orders.

Account Code: OPIT531TC-04102, Yearly Purchase Order Release in the amount of $288,156.00 (total of three (3) years), not to exceed $864,468.00

Attachments: Recommendation Memo, Vendor Proposal Form, Attachment A Catalog Pricing, Basis of Award, Account Inquiry

Purchasing Analyst _____ Amy Cole

Respectfully Submitted _____ For Gregory Pease, Chief Procurement Division

CONCURRENCE BY: Usha Mohan, CIO and Chief of Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE 08/28/14

_____ _____ OTHER _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE: 8/29/14

APPROVED: ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION: _____ Karen Bowling, Chief Administrative Officer For Mayor Alvin Brown Under Authority of Executive Order No. 2013-04