SINGLE SOURCE AWARD **BID # SS-0265-18**

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval to ratify the period of service from August 26, 2017 to date of award. Recommend approval of single source award to Florida LambdaRails, Inc. to provide Internet services for the City's primary and backup Internet access. Period of service is for three (3) years from date of award, ending September 30, 2020, with two (2) one (1) year renewal options. Total not to exceed expenditure amount is $335,008.00.

Funding Source: AFIT531CSCS-04102 – To be executed by formal contract through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2017. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Single Source Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $335,008.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Contract

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Information Technologies Division

FUNDING SOURCE: AFIT531CSCS - 04102

BRIEF DESCRIPTION OF GOODS/SERVICES:
Florida LambdaRail provides a cost effective and reliable Internet service for the City of Jacksonville's primary and backup Internet access.

AMOUNT OF PROJECT (attach quote): 3 year initial contract with 2, 1 year extensions with a total Award amount of $335,008.00. Initial contract period from August 26, 2017 to September 30, 2020.

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED(ATTACH QUOTE/PROPOSAL):
Florida LambdaRail (FLR) provides a cost effective, ultra-high speed, inter-connected, Internet service for the City of Jacksonville and other associated agencies. Also, FLR connects Florida's higher education institutions and partners to collaborate, connect, utilize and develop new and innovative Internet services.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
FLR is the single source to provide FLR Internet services. The FLR is deployed over 1,540 miles of fiber infrastructure obtained contractually through Level 3 Communications, Inc.. The FLR Internet access network provides for a dedicated statewide communications facility liking major FLR nodes located in various Florida cities including Jacksonville.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
ITD has confirmed that Florida LamdaRail is the only provider who can provide Internet services through Florida LambdaRail.

Submitted by: Michael K. Rooney Network & Telecom Infrastructure Manager
(Name) **(Title)**

Date:

Requesting Agency's Director's Signature:

8/25/17
KEJ 8-29-2017

Procurement Division ____ **June, 2017**

Florida LambdaRail
Florida's 100 Gigabit Research and Education Network

Joseph A. Lazor, CGEIT, CISM, ITIL v(3) F
Chief Executive Officer
Joseph.lazor@flrnet.org

August 18, 2017

City of Jacksonville

Subject: Florida LambdaRail's Unique Services

Florida LambdaRail (FLR), Florida's Research and Education network provides exclusive connectivity to the following national research & education transport networks: FLRNET (access to all FLR members in the State of Florida through a direct path; Internet2 and its educational resources (only FLR, as the official Internet 2 Connector of Record within the State Florida, can provide eligible users* with access to Internet2); and also, the United States Unified Community Anchor Network (US UCAN) a national broadband initiative.

*In specific, there is no other entity within the State of Florida that can provide these services to the City of Jacksonville. Eligible users connected to the Affiliate's network are educational institutions (non-profit and for-profit K–20, technical, and trade schools), museums, art galleries, libraries, or hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and content with Internet2 participants. In order to take advantage of access to the Internet2 network, eligible users must either be an Internet2 member or an Internet2 sponsored participant. FLR shall provide Internet2 sponsorship for eligible users as part of the USUCAN (formerly known as the Internet2 Secondary Educational Group Participant (SEGP) program) at no additional cost to the Affiliate or eligible users.

FLR would provide a direct FLRNET connection to the University of North Florida to support any collaborative efforts between the City and the University.

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail, LLC

FOURTH AMENDMENT TO
AFFILIATE CONNECTION AGREEMENT

This **FOURTH AMENDMENT TO AFFILIATE CONNECTION AGREEMENT** is effective as of the 27th day of August, 2017 (the "***Effective Date***") by and between the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, State of Florida (the "***Affiliate***"), and **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (the "***FLR***").

BACKGROUND FACTS

A. Affiliate and FLR are parties to that certain Florida LambdaRail Affiliate Connection effective February 26, 2013 (City of Jacksonville Contract Number #9816, as amended by that certain First Amendment dated June 6, 2013, that certain Second Amendment effective February 26, 2016, and that certain Third Amendment effective March 23, 2017 (the "***Agreement***").

B. The Agreement will terminate on August 26, 2017.

C. Affiliate and FLR desire to reinstate the Agreement effective August 27, 2017.

D. FLR has been continuously providing services to Affiliate since March 23, 2017 and Affiliate and FLR desire to ratify all actions of the parties from that date to the date of this Agreement.

E. Affiliate and FLR desire to extend the Agreement through September 30, 2020 with the option for two (2) one-year renewals.

F. Affiliate wishes to be invoiced on a monthly basis in arrears.

G. The City of Jacksonville's General Government Awards Committee approved such reinstatement, ratification, extension and increase by Proprietary Award (BID #SP-0441-13) dated March 23, 2017.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Background Facts. The Background Facts set forth above are true and correct and incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

3. Reinstatement and Ratification. The Agreement shall be reinstated effective August 27, 2017 and all actions taken by Affiliate and FLR under the Agreement from March 23, 2017 to the date of this Amendment are hereby ratified and confirmed in all respects.

4. Amendment to Section 2 of the Agreement. Section 2 of the Agreement is deleted in its entirety and replaced with the following provision:

> 2. Term of Agreement. Unless sooner terminated as provided herein, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall be effective February 26, 2013 through September 30, 2020 with the option for two (2) one-year renewals.

5. Amendment to Section 23(a) of the Agreement. Section 23(a) of the Agreement is deleted in its entirety.

6. Amendment to Appendix 1 of the Agreement. Appendix 1 of the Agreement is deleted in its entirety and replaced with Schedule 1, attached hereto and made part of.

7. Authority. FLR represents and warrants to Affiliate that FLR has full right and authority to execute and perform its obligations under this Amendment and the Agreement, and FLR and the person(s) signing this Amendment on FLR's behalf represent and warrant to Affiliate that such person(s) are duly authorized to execute this Amendment on FLR's behalf without further consent or approval by anyone. FLR shall deliver to Affiliate promptly upon request all documents reasonably requested by Affiliate to evidence such authority.

7. Ratification of the Agreement. The provisions of the Agreement shall remain in full force and effect except as expressly provided in this Amendment.

8. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Agreement provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

9. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year as indicated above.

ATTEST: **CITY OF JACKSONVILLE, FLORIDA**

By: _____ By: _____
Witness Lenny Curry
Mayor

ATTEST: **FLORIDA LAMBDARAIL, LLC**

BY: _____ By: _____

_____
(Printed Name of Signer)

_____
Title

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
Amendment # 4 to Contract # 9816

Form Approved:

_____
Office of General Counsel

SCHEDULE 1

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

FLR AFFILIATE CONNECTION AGREEMENT
CITY OF JACKSONVILLE

2x2 Gbps, 1x100 Mbps NETWORK CONNECTIONS – 300 Mbps R&E / INTERNET SERVICES

Costs – City of Jacksonville	
Non-Recurring Cost	**$ N/A**
Annual Recurring Costs [d]	**$ 64,840**
Monthly Recurring Costs [d]	**$ 5,404**
Total Fees and Charges	**$ 64,840**

Payment Schedule	***Monthly Amount***
Monthly Payment	**$ 5,404**
Annual Total	**$ 64,840**

**Note:

a. The above costs are based upon FLR Affiliate prices approved by the FLR Board of Directors. These prices are reviewed periodically and the fees and charges are subject to adjustments as needed from time to time by the Board of Directors. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (1) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

b. Affiliate shall gain access to the FLR network via a direct connection at FLR point of presence in Jacksonville obtained thru a provider of their choice as agreed upon in a separate agreement with that provider. The cost of such connections shall be negotiated and established under a separate contract between Affiliate and the provider and is not included in the charges listed above.

   Affiliate shall have two (2) concurrent 2G Ethernet–based IP transport connections (via 10GE port interfaces) to the FLR Point-of-Presence located in Jacksonville, and the use of a single 1G FLR port in support of their Disaster Recovery setup at the Digital Reality Data Center (formerly Telx) in Atlanta, GA. The total IP transport bandwidth shall be 4G via two diverse 2G-port connections.

c. Affiliate is responsible for all of their cost incurred for establishing and maintaining a connection to the network. Affiliate's costs to establish this connection are not included in the costs listed above.

d. The recurring costs consist of several FLR services integrated into a single package. These services include network connectivity (i.e., port charges) and support functions

required to maintain Affiliate's connection to the FLR infrastructure, use of the FLR Ethernet-based IP transport facility, and access (300 Mbps) to the commercial Internet. This cost is due and payable in arrears on a monthly basis and became effective the date of this agreement. Annual advance payments or quarterly advance payments are also accepted. Additional or decreased services may be requested at any time utilizing the FLR "S-Ticket" as set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "B", and shall be based upon current prices. For any decrease in service, Affiliate must give not less than thirty (30) days prior written notice for a stated time period; and (ii) Affiliate is not in default under this Agreement at the time the requested time period commences.

e. FLR participants obtaining Internet services are provided settlement-free peering exchange of traffic between FLR and commercial Internet peering partners. Access to the commercial Internet is based upon a Committed Data Rate (CDR) and includes settlement free peers at no additional cost. Affiliate has a CDR of 3000 Mbps per month.

   Affiliate is encouraged to implement inbound and outbound rate limits to protect against inbound overuse and high bit rate outbound denial of service. If excess usage over the CDR is not corrected within 90 days following written notification thereof, Affiliate shall be charged $9 per megabit for any use in excess of 110% of the bandwidth commitment. Excessive usage over the bandwidth commitment shall be calculated on a 95th percentile confidence interval (CI) based on 5-minute averages (monthly usage divided into 5 minute intervals). The top 5% of these intervals shall be discarded and the next highest interval, inbound or outbound shall be used as the Affiliate's total bandwidth usage for the month. Billing for the excess bandwidth usage shall be included in the quarterly invoice of recurring costs.

f. As part of the FLR network services, for amounts of commercial Internet bandwidth of 100 Mbps or less, 100 Mbps of bandwidth to access the Internet2 network shall be made available at no additional cost to the Affiliate. Affiliate shall have access up to 100 Mbps to Internet2. To take advantage of access to the Internet2 network, Affiliate must either be an Internet2 member or an Internet2 sponsored participant. FLR shall provide Internet2 sponsorship as part of the Internet2 United States Unified Community Anchor Network (USUCAN) initiative at no additional cost to Affiliate. USUCAN is the formerly known Internet2 Sponsored Educational Group Participants (SEGP) program (http://www.internet2.edu/products-services/advanced-networking/network-participants/) which supports collaborative projects designed to enhance teaching and learning in the K12, community colleges, universities, and library communities by extending access to education and educational resources across regional, national, and international networks.

If desired, additional access to the Internet2 network may be requested at any time and shall be based upon the current price schedule, which is a 4-unit cost model. Internet2 access above 100 Mbps up to 250 Mbps is equivalent to 1 unit; above 250 Mbps up to 500 Mbps is equivalent to 2 units; above 500 Mbps up to 750 Mbps is equivalent to 3 units; 750 Mbps up to 1 Gbps is equivalent to 4 units. The Affiliate shall be charged $9,377 per unit, due and payable in advance on an annual basis.

g. FLR agrees to allow Affiliate to serve as a FLR Network Aggregator. As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to eligible users approved by FLR (hereinafter referred to as "Third Party Connections") through a connection to its fiber network. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR location. Affiliate agrees not to allow any Third Party Connections to its network that will utilize FLR Network Services unless each such Third Party Connection is an eligible participant of the FLR network for purposes of research, education, collaboration on instructional, clinical, and/or research projects, services, or otherwise approved by FLR. Affiliate shall be solely responsible for Third Party Connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

   Affiliate shall be responsible for notifying FLR of any Third Party Connection and will be responsible for payment of the annual downstream subscriber fee of $1,200 per year for each Third Party Connection as invoiced by FLR. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be based upon the FLR price schedule applicable to Third Party Connections as approved by the Board of Directors of FLR. Such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided to Affiliate at least sixty (60) days prior to the effective date of change.

SCHEDULE 1

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

FLR AFFILIATE CONNECTION AGREEMENT
CITY OF JACKSONVILLE

2x2 Gbps, 1x100 Mbps NETWORK CONNECTIONS – 300 Mbps R&E / INTERNET SERVICES

FLR Fees and Charges for the City of Jacksonville

Annual Recurring Components:

FLR Port Fees	$	7,240	Two 2GE ports (JAX) & One 1GE port (ATL)
FLRNet IP Ethernet Transport	$	36,000	Two 2Gbps Ethernet IP Transport
Commercial Internet (ISP)	$	21,600	300 Megs @ $6/Meg
Total Recurring Cost	$	64,840	
Annual Total	$	64,840	
Quarterly Invoice Total	$	16,210	
Monthly Invoice Total	$	5,404	

PROPRIETARY AWARD **BID # SP-0441-13**

Subject: Florida LambdaRail Network System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to ratify award from February 27, 2017 through date of award.

Recommend approval to utilize the second and final renewal option with Florida LambdaRail, LLC., for a six month period through August 26, 2017, to continue providing ultra high-speed Internet. The total expenditure requested for this period not-to-exceed $34,047.00, for a revised contract expenditure not-to-exceed $180,667.00.

Funding Source: AFIT531CSCS-04102 - To be executed by formal contract amendment through the Office of General Counsel (Contract #9816)

Proprietary Award To: Florida LambdaRail, LLC.

Price Justification: See Attached

Total Award: $ 180,667.00 Requisition # N/A

Attachments: Recommendation Memo, Vendor Letter, Vendor Quote, Contract, Previous Awards

Certification as to Proprietary Source: Kenneth Lathrop, Chief, Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eilhar
CHAIRMAN

3/23/17
DATE

ACTION OF AWARDING AUTHORITY DATE: 3/23/17

MR APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

FORM GB-114, Revised 12/2007

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