SINGLE SOURCE AWARD **BID # SS-0264-18**

Subject: Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval of single source award to Level 3 Communications, Inc. to provide physical network infrastructure to allow the City to access the Florida LambdaRail Internet Services. Period of service is for three (3) years beginning October 1, 2017 through September 30, 2020, with two (2) one (1) year renewal options. Total not to exceed expenditure amount is $650,000.00.

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: Level 3 Communications, Inc.

Price Justification: See Attached

Total Award: $650,000.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Quote

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 _____

SS-0264-18

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:
Level 3 Communications Inc. (Level 3) to provide the physical network infrastructure which allows the City of Jacksonville and associated agencies within the City to access the Florida LambdaRail (FLR) Internet services. Level 3 provides the physical delivery infrastructure which enables the City of Jacksonville and other related agencies to access the FLR Internet services.

AMOUNT OF PROJECT (attach quote): 3 year initial contract with 2, 1 year extensions with a total Award amount of $650,000.00. The initial period of coverage would be from October 1, 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):
Level 3 provides dual physical network paths into the Ed Ball Bldg's datacenter on the 4th floor and a single network connection to our backup datacenter in Atlanta, Ga. to FLR. FLR provides the City of Jacksonville's high speed primary and backup internet access via a partnership with Level 3.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
Level 3 is the only provider who has dual physical network connections into the City's datacenter at the Ed Ball Bldg. and the Level 3 network infrastructure provides for a dedicated statewide communications network linking major FLR nodes located in various Florida cities including Jacksonville. The FLR has deployed over 1,540 miles of Level 3 fiber infrastructure within the State of Florida.

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 Level 3 is the only provider who has dual physical network connections into the City's datacenter at 214 N. Hogan St, Ed Ball Building.

Submitted by: MICHAEL ROONEY NETWORK & TELECOM MANAGER
(Name) **(Title)**

Date: 8/25/2017

Requesting Agency's Director's Signature:

JSP 8/25/17
KEZ 8-29-2017

Procurement Division ____

Level(3)

Monthly Recurring Charges Renewal Form

Level 3 Renewal Information

Company Name: City of Jacksonville [1-5BWBYN]

Bus Org ID: 1-5BWBYN

Entity:

Cycle:

Account Manager: Earl Padgett

Contract ID: 17895-36-01

MUG Term Type:

MUG Term Length (months)

Requestor: padgett.earl

Amount of MUG:
(if applicable)

Total Savings: $0.00

Transaction ID: 17895

Transaction Name: COJ- Lambda Rail renewal- 1 Gig Wave

Billing Account	Product Name	Line Item Description	On/Off Net	Current Term Expiration	PIID	SCID	New Term Length (months)	Current Burstable (if applicable)	New Burstable (if applicable)	Current MRC	New MRC	Currency Code
1-B957VV	Wavelengths	Access Port Terminated GigE [515 N JULIA ST, JACKSONVILLE, FL, UNITED STATES]			BDGV7772	BBRV35973	36 + two option years (max 60m)			$1219.20	$1219.20	USD
1-B957VV	Wavelengths**Unity	Transport Connection GigE **LHInterstate [515 N JULIA ST, JACKSONVILLE, FL, to 56 Marietta St NW Atlanta, GA 30303-2885]			BDGV7772	BBRT38036	36 + two option years (max 60m)			$2325.60	$2325.60	USD
1-B957VV	Wavelengths**Unity	Access Local GigE **Intra-Regulatory- [515 N JULIA ST, JACKSONVILLE, FL, UNITED STATES]	Off-Net		BDGV7772	BBRV35989	36 + two option years (max 60M)			$351.00	$351.00	USD
									MRC TOTALS :	$3895.80	$3895.80	

Terms of Agreement

1. By signing or otherwise acknowledging this renewal order (in a manner acceptable to Level 3), Customer hereby agrees to renew the Services identified above at the rates and for the Service Term stated above. The Service(s) identified in this renewal order are renewed subject to the terms and conditions of the master service or other agreements as applied to the Services during their initial term. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein.

2. Customer Signed Renewal form must be received by Level 3 Communications at least fifteen (15) calendar days prior to the start of the next full invoice cycle for the rates to be effective on that following invoice. Otherwise rates will be effective as of the second full monthly invoice for such Services following submission. Acceptance of this renewal order will be evidenced by Level 3's implementation of rates or other changes set forth herein.

3. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the Service's performance or failure to perform under this renewal order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service level agreements applicable to the affected Service.

4. This renewal order is confidential and may not be disclosed to third parties.

Customer Name: _____

Customer Signature: _____ Date: _____ Renewal Pricing Expires On: 26-Sep-2017

Level(3)

Quote # 4861886

Proposal					
Pricing Prepared For	Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc
City of Jacksonville	07/19/2017	10/16/2017	USD	4,900.00	0.00

Wavelength			
Term	Total Mrc	Total Nrc	# Sites
3 Years + 2	4,900.00	.00	2

	Location			Universal Service Fund	Summary		Wavelength				Local Access	
	Site Name	Country	Site Address	USF	Mrc	Nrc	IOC	Mrc	Nrc	Propagation Delay (RTD)	Mrc	Nrc
A	JCVLFLHG-JACKSONVILLE-FL- TWT WAVE EXTENDED DMARC	USA	214 N HOGAN ST JACKSONVILLE, FL 32202-4240	Interstate	2450.00	0.00	(10) Gig-Ethernet LAN PHY	2450.00	0.00	0.000	0.00	0.00
Z	JACKSONVILLE,FL_GW_4814 PHIL	USA	4814 PHILLIPS HWY JACKSONVILLE, FL 32207-7298									
A	JCVLFLHG-JACKSONVILLE-FL- TWT WAVE EXTENDED DMARC	USA	214 N HOGAN ST JACKSONVILLE, FL 32202-4240	Interstate	2450.00	0.00	(10) Gig-Ethernet LAN PHY	2450.00	0.00	0.000	0.00	0.00
Z	JACKSONVILLE,FL_GW_4814 PHIL	USA	4814 PHILLIPS HWY JACKSONVILLE, FL 32207-7298									

Product Details

Description	Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 214 N HOGAN ST JACKSONVILLE, FL 32202-4240 Extended Demarc Access - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]	1	0.00	0.00								
Z - 4814 PHILLIPS HWY JACKSONVILLE, FL 32207-7298 Colocation Connection - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]	1	0.00	0.00								
USA JACKSONVILLE to USA JACKSONVILLE Wavelength IOC - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Diversity = Yes, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected, Latency Guarantee Level = None, Custom Route = No]	1	2450.00	0.00								
A - 214 N HOGAN ST JACKSONVILLE, FL 32202-4240 Extended Demarc Access - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]	1	0.00	0.00								
Z - 4814 PHILLIPS HWY JACKSONVILLE, FL 32207-7298 Colocation Connection - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]	1	0.00	0.00								
USA JACKSONVILLE to USA JACKSONVILLE Wavelength IOC - (10) Gig-Ethernet LAN PHY - [Quantity = 1, Diversity = Yes, Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected, Latency Guarantee Level = None, Custom Route = No]	1	2450.00	0.00								

Order Terms and Conditions

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following such notice to terminate this Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. Services to be provided internationally may require a Local Country Agreement.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Level 3 contracting party shall be the Level 3 entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Level 3's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Level 3.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.
8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (available upon request or at https://MyLevel3.net) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.
9. Equipment provided by Level 3 to be located in the Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.
10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where Level 3 does not currently hold a license to provide such Services (Level 3 is so licensed in Hong Kong, Japan, Singapore and Australia), Customer consents that Level 3 may provide such Service by procuring services of third party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	