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 second and final renewal option with AT&T Corporation to continue providing data network connectivity services for the Information Technologies Division. Period of service will be April 1, 2019 through March 31, 2020. Total requested expenditure not-to-exceed $462,256.00, with revised total amount not-to-exceed $1,779,103.35.

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

Attachments: Recommendation Memo, Previous Awards

Analyst: _____ RUBEN OLA

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

DATE: February 6, 2019

02/07/19 08:45:51
Procurement Division

TO: Greg Pease, Chief of Procurement Division

JFR 2/6/19

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

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

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

The Information Technologies Division is requesting approval to exercise the second of two (2) one (1) year renewal options for SC-0586-14 Data Services, City Contract #7669-08 with AT & T Corp. The period of service for the second renewal will be from April 1, 2019, through March 31, 2020.

The service provides critical network connectivity for Fire Stations, Cecil 911 Backup Center and other remote COJ locations. In addition, the service provides a reliable, stable, and support network connectivity for our cloud-based initiatives such as Outlook365, ERP and our VoIP Cisco phone migration. ITD will be migrating the older network service sites using variations of either Digital Subscriber Line (DSL) and/or Cellular Network connections to AT&T Switched Ethernet (ASE) fiber.

ITD Management is requesting a total amount of $462,256.00 for the period of service, and an increase to the total award not to exceed amount from $1,316,847.35 to a revised total award amount not to exceed $1,779,103.35.

Upon award approval, a request for a formal contract amendment to City Contract #7669-08 will be made through the Office of General Counsel.

FUNDING SOURCE: AFIT531CSCS Sub Object: 04102

Your consideration and assistance with this request recommendation are appreciated.

Attachments: SC-0586-14 Awards
Vendor Renewal Letter
City Contract # 7669-08
City Contract # 7669-08 Amendment 1
City Contract # 7669-08 Amendment 2

CC: Robert Gray, Technology Infrastructure Manager
Michael Rooney, Network and Telecom Infrastructure Manager
Alexander Ciprian, IT Contract Administrator

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 3 MEMBERS DISAPPROVING Ø DATE: 3/08/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/08/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E Mauro
Chief Administrative Officer
For Mayor Lee Roy Cooper
Under Authority of
Executive Order 2

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

February 27, 2018

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract & Records Manager

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: AFIT531C5C5 Sub-Object: 04102.

Thank you for your consideration of this request.

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

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

NR APPROVED: _____ DISAPPROVED: _____

OTHER: _____

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

CITY OF JACKSONVILLE

October 9, 2017

TO: Greg Pease, Chief of Procurement Division

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

FROM: Michael Rooney, Network and Telecom Infrastructure Manager

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

The Information Technologies Division is requesting approval to increase the annual amount on purchase order PO7A02612 in order to pay the final invoices. We are requesting an increase of $11,727.35 to the FY2017 award amount. This will adjust the current amount from $288,156.00 to $299,883.35.

ITD is also requesting to align the Procurement Award SC-0586-14 which shows ending on September 30, 2017. The contract with AT&T Corp. was entered into December 31, 2014. The initial term of the contract shall commence on the 90th day after the effective date and shall expire thirty-six (36) months thereafter on March 31, 2018.

We will require $152,496.00 from October 2017 to March 30, 2018 which is in alignment with the contract termination date of March 30, 2018.

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

Your consideration and assistance with this request recommendation is appreciated.

CC: Robert Gray, Technology Infrastructure Manager

CC: Tom Ossi, Technology Contract and Records Manager

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

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

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins

August 25, 2014

08/25/14 10:48:48
Procurement Division

TO: Greg Pease, Chief of Buying and Administration

CC: Usha Mohan, CIO and Chief, ITD

CC: Ken Lathrop, Technology Infrastructure Manager, ITD

FROM: Michael Rooney, Network Manager, ITD

SUBJECT: SC-0586-14 Data Services - Award Recommendation

On August 30, 2014 the City received one (1) bid proposal for providing Metro-E (Metropolitan Ethernet) data services to 53 locations. Procurement reviewed and tabulated the bid response and forwarded for ITD to review.

Information Technologies Management reviewed the one (1) bid submittal for accuracy and lowest pricing. After review of the document COJ ITD requested AT&T clarify their response "AT&T has read and understands." AT&T responded in a letter on 08/11/2014.
The letter reads…
AT&T responded to Bid # SC-0586-14 for Information Technology Division Data Services and would like to clarify comments used in the response. On several occasions AT&T used "AT&T has read and understands" to reply to different sections within the bid response. This would have been better stated to read "AT&T has read, understands and agrees to comply with the minimum requirements." Please accept this letter on AT&T Letterhead as confirmation that AT&T has read, understands and agrees to comply with all comments previously marked as "AT&T has read and understands" in the AT&T response to SC-0586-14.

ITD is satisfied with the response.

Bid tabulation:

Vendor	Bid Amount
AT&T Corp	$ 864,468.00

ITD Management recommends that AT&T Corp be awarded as the lowest, responsive, responsible bidder for SC-0586-14 for the Data Services for COJ locations for 3 years at $864,468.00 utilizing Option A as bid. Monthly services will commence on October 1, 2014 and end on September 30, 2017.
Funding source will be OPIT531~~05~~ – 0~~4102~~.
TC

Your favorable consideration of this request is appreciated

Attachment: Vendor Letter

November 28, 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, 2019 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 second of two 1 year renewal options immediately. The renewal will be under the same terms and conditions as contracted.

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

7669-08
Amd 2

AMENDMENT NO. 2 TO CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND AT&T CORP.
FOR
METRO-E DATA TELECOMMUNICATIONS SERVICES

THIS AMENDMENT NO. 2 (this "Amendment") is effective as of April 1, 2018 (the "Effective Date"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("City"), and AT&T Corp., a New York corporation authorized to transact business in the State of Florida ("AT&T").

WHEREAS, City and AT&T (collectively, "Parties") are parties to a Contract for Metro-E Data Telecommunications Services dated December 31, 2014 (City of Jacksonville Contract #7669-08) (the "Original Contract"), as amended by that certain Amendment No. 1 dated March 19, 2018 (collectively, the "Contract"); and

WHEREAS, the Parties now desire to utilize the first of two renewal options under the Contract to extend the contract through March 31, 2019, and to increase the maximum indebtedness under the Contract; and

WHEREAS, the City's General Government Awards Committee and Mayor approved such changes on March 8, 2018; and

WHEREAS, the second "WHEREAS" clause of the Original Contract stated that AT&T's Bid dated July 30, 2014 was attached as Exhibit A and a different document was inadvertently attached as Exhibit A; and

WHEREAS, AT&T PS Reference No. ASE 28LOB10 (the "Pricing Schedule") inadvertently was not attached to the Original Contract as stated Section 4(ii) of the Original Contract;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the Parties agree as follows:

1. The above recitals are true and are incorporated herein.

2. The second sentence of Section 2 of the Contract shall be deleted and replaced with the following sentence:

> The CITY's maximum indebtedness for all products and services purchased under this Contract shall not exceed the sum of ONE MILLION THREE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS AND THIRTY-FIVE CENTS ($1,316,847.35).

3. Section 3 of the Contract shall be deleted in its entirety and replaced with the following provision:

> **Term of Contract**. The term of this Contract shall commence on March 31, 2015 and shall continue through March 31, 2019, unless sooner terminated by either party in accordance with the

terms of the ITB. This Contract may be renewed upon mutual consent for an additional one (1) year period.

4. Exhibit A to the Contract is deleted in its entirety and replaced with Exhibit A (AT&T's Bid dated July 30, 2014) attached to this Amendment.

5. AT&T PS Reference No. ASE 28LOB10 (the "Pricing Schedule") is attached to this Amendment as Exhibit B.

6. All other terms and conditions of the Contract not specifically modified in this Amendment shall remain in full force and effect.

7. This Amendment is the entire agreement of the parties regarding the modifications to the Contract 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.

8. This Amendment may be executed in a number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Witness:

AT&T CORP.

By: Debra Ann Szabo

Debra Ann Szabo

(Printed Name of Signer)

SR Solution Architect 6/28/2018

Title

kg898b

ATTEST:

By: James R. McCain, Jr.

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Lenny Curry
Mayor

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

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.

Program:

Director of Finance

7669-08
Amd #2

Form Approved:

Office of General Counsel

GC-#1202885-v1-Amendment_No__2_AT&T_Metro-E-Data.docx

20141124-8128-2

at&t

AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICE
PROVIDED PURSUANT TO CUSTOM TERMS

201305238636UA
AT&T MA Reference No. 201305238636UA
Pricing Schedule being amended (Contract ID No.): ASE28LOB1O
AT&T Amendment Ref. No. ASE17S6VEJF

Customer ("Customer")	AT&T ("AT&T")
City of Jacksonville	The applicable AT&T Service-Providing Affiliate

This is an Amendment to the above referenced Pricing Schedule, last signed on November 24, 2014, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void, except for changes expressly authorized by the terms of this Amendment.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Lenny Curry	Printed or Typed Name: Debra Ann Szabo
Title: Mayor	Title: Sr. Solutions Architect
Date: 7/17/18	Date: 6/28/2018 kg898b

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

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

By:
Office of General Counsel

Please sign by August 2, 2018	

Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms

1. **SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S).** Section 1 of the Pricing Schedule is modified by deleting the information (if any) relating to AT&T Switched Ethernet Service provided by any of the Service Providers identified below and inserting the following:

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service℠	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

The applicable AT&T Service-Providing Affiliate(s) from the list below			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

SECTION 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

The following is added to Section 2

Pricing Schedule Term Extension	The Pricing Schedule Term is extended for a 12 month period ("Extension Period"). The Minimum Payment Period for each Service Component in service at the expiration of the existing Pricing Schedule Term shall expire at the later of the end of the Extension Period or the expiration of its original Minimum Payment Period.
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for a 12 month period ("Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term. In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the Extension Period or the expiration of its original Minimum Payment Period.

SECTION 7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

A new Section 7.2 is added as follows:

7.2. AT&T is giving 24 month pricing to Customer in anticipation of Customer exercising the Pricing Schedule Term Extension Option in Section 2. Should Customer not elect the Pricing Schedule Term Extension Option, then Customer shall owe AT&T $37 285 20 which is equal to the difference between the 24 month and 12 month pricing offered. Should Customer install additional circuits during the Pricing Schedule Term Extension, this Section 7.2 will be revised accordingly.

Please sign by August 2 2018	

Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms

ATTACHMENT A

A-1 Rates and Charges; Quantities

Rates for the following Service Components/USOCs are modified or added as follows:

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)
Customer Port Connection - 100 Mbps / Basic / OEM1M	0	53	$ 150 00	$ 7,950.00	$ 1,925 00	$0 00	$0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM1O	0	53	$ 144 00	$ 7,632 00	$ 150.00	$0.00	$0 00
Customer Port Connection - 1 Gig / Basic / OEM1G	0	2	$ 230 00	$ 460 00	$ 2,100.00	$0.00	$0.00
500Mb CIR / Business Critical Medium - Basic Only / OEM5H	0	2	$ 422 25	$ 844 50	$ 150 00	$0.00	$0 00
2Mb CIR / Business Critical Medium - Basic Only / OEMO2 / Retail - GEM	0	0	$ 130 00	$0.00	$ 150 00	$0 00	$0 00
5Mb CIR / Business Critical Medium - Basic Only / OEMO5 / Retail - GEM	0	0	$ 140 00	$0 00	$ 150 00	$0 00	$0 00
20Mb CIR / Business Critical Medium - Basic Only / OEM2O / Retail - GEM	0	0	$ 300 00	$0.00	$ 150 00	$0 00	$0.00
50Mb CIR / Business Critical Medium - Basic Only / OEM5O / Retail - GEM	0	0	$ 350 00	$0.00	$ 150 00	$0 00	$0 00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H / Retail - GEM	0	0	$ 425 00	$0 00	$ 150 00	$0 00	$0 00
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T / Retail - GEM	0	0	$ 625 00	$0 00	$ 150 00	$0 00	$0 00

20180125-9493

7669-08
Amd 1

AMENDMENT NO. 1 TO
CONTRACT BETWEEN
CITY OF JACKSONVILLE, FL AND AT&T CORP.
FOR
METRO-E DATA TELECOMMUNICATIONS SERVICES

THIS AMENDMENT NO. 1 ("Amendment") is effective as of ~~January~~ March 19, 2018 ("Effective Date"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("City"), and AT&T Corp., a New York corporation authorized to transact business in the State of Florida ("AT&T").

WHEREAS, City and AT&T (collectively "Parties") are parties to a Contract for Metro-E Data Telecommunications Services dated December 31, 2014 (City of Jacksonville Contract #7669-08) ("Contract"); and

WHEREAS, the Parties now desire to increase the maximum indebtedness under the Contract;

WHEREAS, the City's General Government Awards Committee and Mayor approved such increase on October 19, 2017;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the Parties agree as follows:

1. The above recitals are true and are incorporated herein.

2. The second sentence of Section 2 of the Agreement shall be amended to read as follows: "The CITY's maximum indebtedness for all products and services purchased under this Contract shall not exceed ONE MILLION, TWENTY-EIGHT THOUSAND, SIX-HUNDRED NINETY-ONE DOLLARS AND THIRTY-FIVE CENTS ($1,028,691.35)."

3. Section 3 of the Contract shall be amended to provide that the date on which the Contract shall expire is March 31, 2018.

4. All other terms and conditions of the Agreement not specifically modified in this Amendment shall remain in full force and effect.

5. This Amendment is the entire agreement of the parties regarding the modifications to the Contract 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.

6. This Amendment may be executed in a number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

ATTEST:

By: _____
James R. McCain
Corporation Secretary

Form Approved:

By: _____
Office of General Counsel

City of Jacksonville

By: _____
Lenny Curry
Mayor

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

WITNESS:

_____
Print Name: Theresa A. Pisciotti

AT&T CORP.

By: _____
Print Name: Debra A. Szabo
Title: Sr. Solution Architect

RN0096

GC-#1180017-v1-AMENDMENT_NO_1_-_AT&T_-_Metro-E_Data.docx

Encumbrance and funding information for internal City use:

Account.....AFIT531CSCS - 04102

Amount.....$1,028.691.35

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this contract. Actual encumbrance(s) shall be made by subsequent check request(s), as specified in said contract.

Director of Finance
City Contract # 7669-08
Amd 1

Contract Encumbrance Data Sheet follows immediately.

CONTRACT BETWEEN
CITY OF JACKSONVILLE, FL AND AT&T CORP.
FOR
METRO-E DATA TELECOMMUNICATIONS SERVICES

THIS CONTRACT is entered into as of December 31, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the laws of the State of Florida, and AT&T CORP., a New York corporation ("AT&T").

WHEREAS, the CITY issued an Invitation to Bid #SC-0586-14 (as modified by Addenda 1 and 2, the "ITB") for certain Metro-E data telecommunications services (the "Services"); and

WHEREAS, based on AT&T's bid dated July 30, 2014 (the "Bid Document"), a copy of which is attached as Exhibit A hereto, the CITY has awarded this Contract to AT&T;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Services. The Services will be performed by AT&T as specified in the ITB and the Bid Document.

2. Maximum Indebtedness. The City will pay AT&T for the Services as specified in the ITB and the Bid Document. The CITY's maximum indebtedness for all products and services purchased under this Contract shall not-to-exceed EIGHT HUNDRED SIXTY-FOUR THOUSAND, FOUR HUNDRED SIXTY-EIGHT AND 00/100 ($864,468.00). The CITY shall not place orders for revision or addition to the Services without amending this document to revise this not-to-exceed figure so as to take into account any additional charges resulting from such revision or addition.

3. Term of Contract. The initial term of this Contract shall commence on the 90th day after the Effective Date and shall expire thirty-six (36) months thereafter on March ___, 2018, unless sooner terminated by either party in accordance with the terms of the ITB. This Contract may be renewed upon mutual consent for an additional two (2) one-year periods.

4. Contract Documents. This Contract consists of the following documents which are incorporated herein and which, in case of conflict, shall have priority in the order listed: (i) this document as modified by any subsequent signed amendments; (ii) AT&T SWITCHED ETHERNET SERVICE(sm) (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms, referenced as AT&T PS Reference No. ASE 28LOB10 (the "Pricing Schedule"), attached (iii) the MASTER AGREEMENT between AT&T Corp. and City of Jacksonville with effective date of May 23, 2013, with AT&T MA Reference No. 201305238636UA; (iv) the Bid Document; (v) the ITB; and (vi) any Purchase Order issued under the Contract.

5. Notices. All notices under this Contract shall be in writing and be delivered by certified mail, return receipt requested, or by other delivery with receipt, to the Contract Manager for each party and copied to the Chief Legal Officer for each party.

6. Entire Agreement; Amendments. This Contract constitutes the entire agreement between the parties for the Services. No statement, representation, understanding, agreement or course of conduct by either party or any representative of either party, which is not expressed herein shall be binding. All changes or amendments to this Contract shall be binding only when in writing and signed by the authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties execute this Contract as of December 31, 2014.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

Alvin Brown
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number: 7669-08
PB

Form Approved:

Office of General Counsel

ATTEST:

By Donna Bryant-Johnson
Signature

Donna Bryant-Johnson
Type/Print Name

Customer Contracts Specialist
Title

AT&T CORP.

By Cassandra L. Neal
Signature

Cassandra L. Neal
Type/Print Name

Customer Contracts Specialist
Title