PROPRIETARY AWARD **BID # SP-0443-13**

Subject: Connectivity Via Level 3 Communications

Department: Information Technologies Division

Description of Purchase:
Recommend approval to ratify award from June 14, 2017 through date of award.

Recommend approval to increase the award to Level 3 Communications, LLC in the amount of $11,200.00 for continued services through 9/30/2017 for a revised total expenditure of $141,890.00.

Funding for this award to be encumbered by account AFIT531CSCS-04102 to be executed by Contract Addendum No. 3 to Contract 9825 through the Office of General Counsel.

Proprietary Award To: Level 3 Communications, LLC.

Price Justification: See Attachments

Total Award: $141,890.00 **Requisition #** N/A

Attachments: Recommendation Memo; Vendor Quote; Previous Award

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

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

ANALYST: Steven Burakowski

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 _____

FORM GB-114, Revised 12/2007

CITY OF JACKSONVILLE

TO: Gregory Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

FROM: Michael Rooney, Network & Telecom Infrastructure Manager

DATE: July 12, 2017

RE: **SP-0443-13 Connectivity Via Level 3 Communications**

The Information Technologies Division of the City of Jacksonville is requesting to enter into an extension agreement for Award SP 0443-13 Connectivity Via Level 3 Communications. The purpose of this contract is to allow COJ to continue using all the Level 3 network fiber services which connects the two (2) COJ datacenters to the Florida LambdaRail high speed internet.

It is recommended that COJ extend this contract to continue using the Level 3 network fiber connectivity to Florida LambdaRail high speed internet for the City of Jacksonville and participating agencies. The period of coverage for this extension will go through September 30, 2017.

The current contract amount is in the amount of $130,690.00. ITD requests a funding increase of $11,200.00 for the additional coverage period with a revised not to exceed amount of $141,890.00.

ITD Management recommends extending the award to Level 3 Communications, LLC.

Funding source Index Code: AFIT531CSCS Sub Object: 04102.

Thank you for considering this request.

Cc: Robert Gray, Technology Infrastructure Manager
Thomas Ossi, Technology Contract and Records Manager
:sj

Attachments: Vendor Extension Letter
SP-0443-13

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

Level(3)

Connecting and Protecting the Networked World℠

Earl Padgett

Level 3 Communications

6263 Philips Highway

Jacksonville, FL 32216

Michael K. Rooney
Network & Infrastructure Manager
Information Technologies Division
City of Jacksonville
Finance and Administration

Re: Extension to Customer Contract #9825- Addendum 2 Master Agreement- ~~PO609505~~ 608561

Level 3 agrees to extend the current pricing, terms, and conditions associated with the Extension to Customer Contract #9825- Addendum 2 Master Agreement- ~~PO609505~~ 608561 to the City of Jacksonville from June 13, 2017 through September 30, 2017.

Should you have any questions or concerns, please feel free to contact me at 904-717-7342

Sincerely,

Earl Padgett
Senior Account Manager
Level 3 Communications

6263 Philips Hwy

Jacksonville, FL 32216

p: 904-717-7342

c: 904-386-5284
e: earl.padgett@level3.com

Level(3)

Quote # 1453887

Proposal

Pricing Prepared For	Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc
City of Jacksonville	05/13/2013	08/08/2013	USD	2,189.00	0.00

Wavelength

Term	Total Mrc	Total Nrc	# Sites
3 Years	2,189.00	.00	1

	Site Name	Country	Site Address	USF	Mrc	Nrc	IOC	Mrc	Nrc	Propagation Delay (RTD)	Mrc	Nrc
A	JACKSONVILLE,FL_GW_4814 PHIL	USA	4814 PHILLIPS HWY JACKSONVILLE, FL 32207 7298	Interstate	2189.00	0.00	Gig-Ethernet Wave (1000 Mb)	2189.00	0.00	0.000	0.00	0.00
Z	JACKSONVILLE, FL - LEVEL 3 METRO POP	USA	214 N HOGAN ST JACKSONVILLE, FL 32202 4240									

Product Details

Description	Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
Z - 214 N HOGAN ST JACKSONVILLE, FL 32202 4240 OnNet Dedicated Access - Gig-Ethernet Wave (1000 Mb) - [Concatenated = Yes, Quantity = 2, Bandwidth = Gig-Ethernet Wave (1000 Mb), Protection = Unprotected]	2	0.00(0.00 each)	0.00(0.00 each)								
USA JACKSONVILLE to USA JACKSONVILLE Wavelength IOC - Gig-Ethernet Wave (1000 Mb) - [Quantity = 2, Diversity = Circuit, Bandwidth = Gig-Ethernet Wave (1000 Mb), Protection = Unprotected, Latency Guarantee Level = None]	2	2189.00(1094.50 each)	0.00(0.00 each)								
A - 4814 PHILLIPS HWY JACKSONVILLE, FL 32207 7298 OnNet Dedicated Access - Gig-Ethernet Wave (1000 Mb) - [Concatenated = Yes, Quantity = 2, Bandwidth = Gig-Ethernet Wave (1000 Mb), Protection = Unprotected]	2	0.00(0.00 each)	0.00(0.00 each)								

Proposal prepared for City of Jacksonville - Quote# 1453887

Order Terms and Conditions

1. This Quote is confidential and may not be disclosed to third parties. This Quote is non-binding unless it becomes an accepted Customer Order as set forth in section 4.
2. The pricing stated in this Quote is contingent on Service availability (as determined by Level 3) and is valid for 30 calendar days from the date of this Quote unless a different time period is otherwise specified herein. This Quote supersedes any prior Quote from Level 3 or a Level 3 affiliate for the Service set forth herein. For Orders for VPN Services, the VPN Minimum Usage Charge is not reflected in the Grand Total MRC amount, but shall be added to the total amount and shall equal CDR multiplied by the rate of the monthly usage charge. Prior to installation, Level 3 may pass on increases in pricing due to price changes by off-net suppliers to Level 3 by written notice to Customer (which may be via e-mail). Unless Customer terminates this Customer Order (without liability) within 2 business days of such notice of increase, Customer shall be deemed to have accepted the increase. Services may be provided by Level 3 or a Level 3 affiliate. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. The demarcation point for the Service shall be as stated herein, provided that 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 at the stated demarcation point (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's Minimum Point of Entry. Additional detail around the off-net termination will be consistent with the applicable Service Schedule. Even if included in this Order (which sometimes occurs for operational reasons) Customer shall have no remedies against Level 3 for any service of part thereof procured by Customer from any third party.
4. Customer may place an order for the Service quoted herein by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this Quote and returning it to Level 3, at which time this Quote shall become a Customer Order. The Service identified in this Customer 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 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 Customer 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, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. 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 Committed Delivery Date (i.e. the projected installation date) or Level 3's delivery of the requested Service.
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 Customer 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. The separate provisions of this Section 5 are binding on the parties notwithstanding Section 1 above.
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 Customer Order.
7. Charges for certain Services are subject to (a) a property surcharge of 4.25%, and (b) a cost recovery fee of 2.5% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 on written notice to Customer, and shall be applied regardless of whether Customer has delivered a valid sales tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.
8. Level 3's standard expedite charges will be added to the NRC when the Customer's requested delivery date is inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at https://MyLevel3.net) commencing on the day of clean order receipt (as determined by Level 3). Level 3 standard ancillary charges will apply for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.

Customer Acceptance

Customer submits this order as a customer order.

Authorized Signature:	x Karen Bowling
Name:	Karen Bowling
Title:	Chief Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No.
Date:	5/28/13

FORM APPROVED

ASSISTANT GENERAL COUNSEL

ATTEST:

Corporation Secretary
Jacksonville

CITY OF JACKSONVILLE FLORIDA

Proposal prepared for City of Jacksonville - Quote# 3590652 - S

Level(3)

Quote # 3590652

Proposal

Pricing Prepared For	Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc
City of Jacksonville	06 09 2016	09 06 2016	USD	3,895.80	500.00

Wavelength

Term	Total Mrc	Total Nrc	# Sites
1 Year	3,895.80	500.00	1

Location				Universal Service Fund	Summary		Wavelength	
	Site Name	Country	Site Address	USF	Mrc	Nrc	IOC	Propagation Delay (RTD)
A	JACKSONVILLE FL - TELOCITY METRO POP	USA	515 N JULIA ST JACKSONVILLE FL 32202	Interstate	3,895.80	500.00	Gig-Ethernet Wave 1000 Mb	0.000
Z	ATLANTA GA - LEVEL 3 METRO POP	USA	56 MARIETTA ST NW ATLANTA GA 30303-2895					

Product Details

Description	Qty	Usage Mrc	Usage Nrc	Vendor	Pop	Distance (km)
A - 515 N JULIA ST JACKSONVILLE FL 32202 On Net Access - Gig-Ethernet Wave 1000 Mb - (Quantity of Bandwidth is Gig-Ethernet Wave 1000 Mb)	1					
Z - 56 MARIETTA ST NW ATLANTA GA 30303-2895 On Net Access - Gig-Ethernet Wave 1000 Mb - (Quantity of Bandwidth is Gig-Ethernet Wave 1000 Mb)	1					
Z - 56 MARIETTA ST NW ATLANTA GA 30303-2895 3rd Party Cross Connect - (Cross Connect Type = 2 Fiber)	2					
JPA JACKSONVILLE FL - JPA ATLANTA Wavelength - Gig-Ethernet Wave 1000 Mb - (Quantity of Bandwidth is Gig-Ethernet Wave 1000 Mb - Latency Guaranteed Less Than Quality Routes No)	1					

Proposal prepared for City of Jacksonville - Quote# 3590652 - S

Order Terms and Conditions

1. This confidential Customer 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 generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer, which may be via e-mail, of price increases due to price changes by offnet suppliers. Customer has 2 business days following such notice to terminate this Customer Order without liability, otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
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 offnet demarcation points shall be the offnet vendor's MPOE. If this Customer 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 Customer Order by signing (including electronic or digital signature, or otherwise acknowledging in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement, and Service Schedules, 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 Customer 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 Schedules, with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement, Service Schedules, as of the date of this Customer Order, shall govern, a copy of which are available upon request. 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") to the projected installation date or Level 3's delivery of the requested Service. Additionally, notwithstanding anything in Customer's Affiliate Agreement to the contrary, 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 Customer 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 section will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
7. Charges for certain Services are subject to: a) a property tax surcharge of 4.25% and b) a cost recovery fee of 3% 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 nonrecurring charges, added to the NRC, if Customer requests a delivery date inside Level 3's standard interval duration, which will be provided by Level 3 upon request and is currently available at https://MyLevel3.net, and 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 for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.
9. 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.

Declarations and Signatures

Customer submits this document as a Customer Order

Authorized Signature	
Name	
Title	
Date	

PROPRIETARY AWARD **BID # SP-0443-13**

Subject: Connectivity Via Level 3 Communications

Department: Information Technologies Division

Description of Purchase:
Recommend approval to amend the Proprietary award dated 1/28/2016 to correct that the term for the month to month agreement will commence on 6/14/16 through 6/13/2017. Recommend approval to increase the award to Level 3 Communications, LLC in the amount of $9,849.00 for increased services thru 6/13/2016 for a revised total annual expenditure of $96,922.00.

The total month to month estimated annual expenditure of $33,768.00 to remain unchanged. Revised total award not-to-exceed $130,690.00.

Funding for this award to be encumbered by account AFIT531CSCS-04102 to be executed by Contract Amendment #2 to Contract 9825 through the Office of General Counsel.

Proprietary Award To: Level 3 Communications, LLC.

Price Justification: See Attachments

Total Award: $130,690.00 **Requisition #** N/A

Attachments: Recommendation Memo; Vendor Quotes; Service Agreement; Terms and Conditions; Previous Awards

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

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"

CHAIRMAN ***DATE*** 5/12/16

ACTION OF AWARDING AUTHORITY

DATE: 5/12/16

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

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

FORM GB-114, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

May 9, 2016

TO: Greg Pease, Chief of Procurement Division

VIA: Kenneth Lathrop, Chief of Information Technologies / CIO

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

SUBJECT: **Bid # SP-0443-13 Connectivity via Level 3 Communications – Recommendation to Ratify Award**

On January 28, 2016 this award was approved for a total not to exceed amount of $120, 841.00 and also to enter into a month to month agreement for one year from February 26, 2016 through February 25, 2017 with Level 3 Communications, LLC.

The Master Agreement states that billing commences when Service is installed and is for a three year term. An Addendum to Master Service Agreement was required to initiate a customer order by COJ for a required redundant link and was executed on June 14, 2013.

Based on a review of the Master Service Agreement and the Addendum to Master Service Agreement it was determined that the current addendum agreement is still in effect through June 14, 2016. ITD Management recommends approval to revise period of coverage and increase the award in the amount of $9,849.00 to cover the extended period of coverage through June 13, 2016.

In addition, ITD Management recommends approval to utilize the renewal option and enter into a month to month agreement for a one year service term at the current rates effective June 14, 2016 through June 13, 2017. The total estimated expense for the one year renewal option is $33,768.00 as previously awarded. The total award amount not to exceed $130,690.00.

The funding for this award account number AFIT531CSCS - 04102.

Your favorable consideration of this request is appreciated.

CC: Michael Rooney, Network and Telecom Infrastructure Manager, ITD
Michael Young, Enterprise Technology Architect, ITD
Robert Gray, AITO, Technology Infrastructure Manager

Attachment: Level 3 Quote # 1453887 Monthly Recurring Charges Renewal Form

QWS3270X 7/14/2017 9:22 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 07/14/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 9:21 AM

FISCAL MO/YEAR : 10 2017 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 04102 TELEPHONE AND TELEGRAPH
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JULY 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	2,745,671.17	2,745,671.17
EXPENDITURES	152,434.51	1,399,281.57	1,399,281.57
ENCUMBRANCES	-152,434.51	1,147,655.66	1,147,655.66
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	198,733.94	198,733.94

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND