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

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the second and final renewal option with Florida LambdaRail, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2021 through September 30, 2022. Total requested expenditure is $66,531.00, with revised total contract expenditure not-to-exceed $468,070.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2021. 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: $468,070.00 **Requisition #:** N/A

Attachments: Agency Memo, Vendor Quote, Previous Award

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: Ruben Ola

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 _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: August 12, 2021

TO: Greg Pease, Chief of Procurement Division

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

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.08.13 09:44:45 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.08.12 12:40:16 -04'00'

RE: **SS-0265-18 Florida LambdaRail (FLR) Internet Services**

The Information Technologies Division (ITD) is requesting approval to exercise the second one (1) year renewal option for SS-0265-18 Florida LambdaRail (FLR) Internet Services with Florida LambdaRail, LLC. The period of service for the renewal will be from October 1, 2021 through September 30, 2022.

ITD Management is requesting a total amount of $66,531.00 for the renewal period, and an increase to the total award not to exceed amount from $401,539.00 to $468,070.00.

Upon award approval, a request for a formal contract amendment to City Contract #9816-01 will be made through the Office of General Counsel.

FUNDING SOURCE: 53101.113001.541020

Tracy Geake — Digitally signed by Tracy Geake Date: 2021.08.12 15:14:47 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachment: City Contract # 9816-01
Bid No. SS-0265-18
Vendor Quote #: FY2021-1012

CC: Robert Gray, Enterprise Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager

Florida's 100 Gigabit Research and Education Network

Florida LambdaRail, LLC
1607 Village Square Blvd
Suite 4
Tallahassee, FL 32309
(850) 385-1250
kay.sauers@flrnet.org

Quote

ADDRESS
City of Jacksonville
Kale Newsome - Accounts Payable
117 W Duval Street Suite 375
Jacksonville, FL 32202

QUOTE # FY2021-1004
DATE 08/04/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2020	Affiliate Member Services:Bundled Services:City of Jax Bundled Services for the period 10/1/2020 to 9/30/2021	12	5,544.25	66,531.00

TOTAL **$66,531.00**

Accepted By

Accepted Date

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

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the first of two (2) one (1) year renewal options with Florida LambdaRails, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2020 through September 30, 2021, with one (1) year remaining renewal option. Total requested expenditure amount is $66,531.00, with revised total contract expenditure not-to-exceed $401,539.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2020. 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: $401,539.00 **Requisition #:** N/A

Attachments: Agency Memo, Vendor Quote, Previous Award

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: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa L. Eilmes
CHAIRMAN

DATE 8/27/20

ACTION OF AWARDING AUTHORITY DATE: 8/28/20

MR

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No: 2019-02

FORM GB-113, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: August 11, 2020

TO: Greg Pease, Chief of Procurement Division

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

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2020.08.17 14:03:21 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2020.08.12 10:07:51 -04'00'

SUBJECT: SS-0265-18 Florida LambdaRail (FLR) Internet Services

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The Information Technologies Division (ITD) is requesting approval to exercise the first one (1) year renewal option for SS-0265-18 Florida LambdaRail (FLR) Internet Services with Florida LambdaRail, LLC. The period of service for the renewal will be from October 1, 2020 through September 30, 2021.

ITD Management is requesting a total amount of $66,531.00 for the renewal period, and an increase to the total award not to exceed amount from $335,008.00 to $401,539.00.

Upon award approval, a request for a formal contract amendment to City Contract #9816-01 will be made through the Office of General Counsel.

FUNDING SOURCE: 53101.113001.541020

Tracy Geake — Digitally signed by Tracy Geake Date: 2020.08.17 13:51:58 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachment: City Contract # 9816-01
Bid No. SS-0265-18
Vendor Quote #: FY2021-1004

CC: Robert Gray, Enterprise Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contracts Administrator

Florida's 100 Gigabit Research and Education Network

Florida LambdaRail, LLC
1607 Village Square Blvd
Suite 4
Tallahassee, FL 32309
(850) 385-1250
kay.sauers@flrnet.org

Quote

ADDRESS
City of Jacksonville
Kale Newsome - Accounts Payable
117 W Duval Street Suite 375
Jacksonville, FL 32202

QUOTE # FY2021-1004
DATE 08/04/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2020	Affiliate Member Services:Bundled Services:City of Jax Bundled Services for the period 10/1/2020 to 9/30/2021	12	5,544.25	66,531.00

TOTAL **$66,531.00**

Accepted By

Accepted Date

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 9/28/17

ACTION OF AWARDING AUTHORITY

DATE: 9/29/17

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-113, Revised 12/2007

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 (Name) Network & Telecom Infrastructure Manager (Title)

Date:

Requesting Agency's Director's Signature:

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

Procurement Division ____

June, 2017

FLR
Florida LambdaRail

Florida's 100 Gigabit Research and Education Network

Joseph A. Lazor, CGEIT, CISM, ITIL v[illegible] F
Chief Executive Officer
Joseph.lazor@flmet.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

Florida LambdaRail, LLC
1607 Village Square Blvd, Suite 4, Tallahassee, FL 32309
Phone 850.385.0041 Fax 850.385.0379 www.flmet.org

AMENDMENT NO. 1 TO
FLORIDA LAMBDARAIL
AFFILIATE CONNECTION AGREEMENT

9816-01
Amd 1

THIS AMENDMENT NO. 1 TO AFFILIATE CONNECTION AGREEMENT ("Agreement") is effective as of October 1, 2020 (the "Effective Date") by and between **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and the **CITY OF JACKSONVILLE**, a political subdivision organized under the laws of the State of Florida (hereinafter referred to as "Affiliate").

RECITALS

A. FLR and Affiliate are parties to an Affiliate Connection Agreement dated as of August 27, 2017 (City Contract #9816-01) (the "Agreement"); and

B. The Affiliate desires to exercise its first of two renewal options to extend the Term and increase its maximum indebtedness under the Agreement; and

C. Such extension and increase were approved in a Single Source Award dated as of August 28, 2020, and attached as Exhibit A.

NOW, THEREFORE, the parties hereto set forth their mutual understandings and agreement as follows:

1. Incorporation of Recitals. The above recitals are true and are incorporated herein.

2. Amendment to Term. 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 hereinbelow, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall commence on August 27, 2017 and continue through September 30, 2021, with one (1) successive option to extend the term for one (1) year as long as Affiliate is not in default under this Agreement, either at the time of exercise or at the time the extended term commences. Affiliate shall exercise such option by delivering written notification thereof to FLR prior to the expiration of the term, as the same may have been previously extended. During the Term, including any extension of the term, either party may give written notice of termination of this Agreement as provided for in paragraph 17 hereinbelow.

3. Amendment to Maximum Indebtedness. Section 23(a) of the Agreement is deleted in its entirety and replaced with the following provision:

> (a) Maximum Indebtedness. The maximum indebtedness of Affiliate for all fees, reimbursable items or other costs and services incurred pursuant to this Agreement shall not exceed the sum of FOUR HUNDRED ONE THOUSAND FIVE

HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($401,539.00).

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

5. 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 reasonable requested by Affiliate to evidence such authority.

6. 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.

7. Counterparts. The parties agree that for the execution of this Amendment, time is of the essence. Therefore, this Amendment and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Amendment.

[signatures on next page]

In recognition of their agreements hereunder, the parties have executed this Amendment as of the date first above written.

FLORIDA LAMBDARAIL, LLC, a
Florida limited liability company

By: _____

Name: Joseph A. Lazor

Title: Chief Executive Officer

CITY OF JACKSONVILLE, a political
subdivision organized under the laws of the
State of Florida

By: _____

Name: Lenny Curry

Title: Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

ATTEST:

_____
Corporation Secretary
City of Jacksonville

GC-#1388257-v1-FLORIDA_LAMBDARAIL_9816-01_AMD_#1_AFFILITE_CONNECTION_AGREEMENT.docx

Encumbrance and funding information for internal City use:

Account or PO Number: 53101.113001.541020 (PO # 8A06954)

Amount.....$66,531.00

TOTAL MAXIMUM INDEBTEDNESS: $401,539.00

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 purchase order(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 purchase order[s], as specified in said Contract.

Director of Finance
City Contract #9816-01, Amd #1

Form Approved:

Office of General Counsel

EXHIBIT A

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

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the first of two (2) one (1) year renewal options with Florida LambdaRails, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2020 through September 30, 2021, with one (1) year remaining renewal option. Total requested expenditure amount is $66,531.00, with revised total contract expenditure not-to-exceed $401,539.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2020. 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: $401,539.00 **Requisition #:** N/A

Attachments: Agency Memo, Vendor Quote, Previous Award

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: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa L. Eibner
CHAIRMAN

8/27/20
DATE

ACTION OF AWARDING AUTHORITY DATE: 8/28/20

MR

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

FORM GB-113, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: August 11, 2020

TO: Greg Pease, Chief of Procurement Division

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

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2020.08.17 14:03:21 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2020.08.12 10:07:51 -04'00'

SUBJECT: SS-0265-18 Florida LambdaRail (FLR) Internet Services

---

The Information Technologies Division (ITD) is requesting approval to exercise the first one (1) year renewal option for SS-0265-18 Florida LambdaRail (FLR) Internet Services with Florida LambdaRail, LLC. The period of service for the renewal will be from October 1, 2020 through September 30, 2021.

ITD Management is requesting a total amount of $66,531.00 for the renewal period, and an increase to the total award not to exceed amount from $335,008.00 to $401,539.00.

Upon award approval, a request for a formal contract amendment to City Contract #9816-01 will be made through the Office of General Counsel.

FUNDING SOURCE: 53101.113001.541020

Tracy Geake — Digitally signed by Tracy Geake Date: 2020.08.17 13:51:58 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachment: City Contract # 9816-01
Bid No. SS-0265-18
Vendor Quote #: FY2021-1004

CC: Robert Gray, Enterprise Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contracts Administrator

SINGLE SOURCE AWARD

BID # SS-0265-18

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the first of two (2) one (1) year renewal options with Florida LambdaRails, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2020 through September 30, 2021, with one (1) year remaining renewal option. Total requested expenditure amount is $66,531.00, with revised total contract expenditure not-to-exceed $401,539.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2020. 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: $401,539.00

Requisition #: N/A 180311 POA- 8A06954

Attachments: Agency Memo, Vendor Quote, Previous Award

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: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa L. Eilmes
CHAIRMAN

DATE 8/27/20

ACTION OF AWARDING AUTHORITY

DATE: 8/28/20

MR

APPROVED ✓ BH

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

FORM GB-113, Revised 12/2007

Contract Purchase Agreement – Conversion POA-8A06954 Change Order 1

Agreement	POA-8A06954
Agreement Date	24-FEB-2020
Change Order	1
Change Order Date	26-FEB-2020
Revision	0
Agreement Amount	205,387.50 USD
Solicitation Number	SS-0265-18

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202
US

Supplier
Florida LambdaRail LLC
1607 Village Square Boulevard
Suite 4
TALLAHASSEE, FL 32309

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20202	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
27-Aug-2017	30-Sep-2020		Sokkhar Muon smuon@coj.net	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

9816-01

FLORIDA LAMBDARAIL
AFFILIATE CONNECTION AGREEMENT

THIS AFFILIATE CONNECTION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective as of August 27, 2017 (the "Effective Date") by and between **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and the **CITY OF JACKSONVILLE**, a political subdivision organized under the laws of the State of Florida (hereinafter referred to as "Affiliate").

RECITALS

A. FLR has constructed a high-bandwidth optical network (hereinafter referred to as the "Network") to link Florida's research institutions and provide a network to support large-scale research, education outreach, public/private partnerships and information technology infrastructure.

B. FLR and Affiliate executed an Affiliate Communication Agreement effective February 26, 2013 and, as amended three times, continuing through August 26, 2017, (the "Prior Agreement").

C. Affiliate desires to continue to connect to the Network and obtain the Network Services (as defined hereinbelow) as an Affiliate participant of FLR, and FLR has agreed to continue to furnish such connection and Network Services to Affiliate without interruption as an Affiliate participant, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto set forth their mutual understandings and agreement as follows:

1. Approval of Affiliate. By its execution hereof, FLR acknowledges and agrees that Affiliate has been approved by the Board of Directors of FLR as an Affiliate participant of FLR.

2. Term of Agreement. Unless sooner terminated as provided hereinbelow, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall commence on August 27, 2017 and continue through September 30, 2020, with two (2) successive options to extend the term for one (1) year each as long as Affiliate is not in default under this Agreement, either at the time of exercise or at the time the extended term commences. Affiliate shall exercise such option by delivering written notification thereof to FLR prior to the expiration of the term, as the same may have been previously extended. During the term, including any extension of the term, either party may give written notice of termination of this Agreement as provided for in paragraph 17 hereinbelow.

3. Connection to Network: Network Services. FLR agrees to provide Affiliate with a connection to the Network and to provide Affiliate with the following service (herein referred to as the "Network Services"):

(a) access to national research networks (e.g., Internet2, etc.),
(b) provisioning of virtual private networks (VPNs) to enable remote access and private data communications over the state-wide infrastructure;
(c) peering with other participants in the Network; and
(d) access to the commercial Internet.

4. Connection Locations. FLR will provide Affiliate with the connection at the FLR Connection Point (as defined hereinbelow) identified in Exhibit "A", attached hereto and made a part hereof.

5. Network Management. Affiliate agrees to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not disrupted. The failure of Affiliate to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not interrupted shall constitute a default on the part of Affiliate under this Agreement.

6. Affiliate Responsibilities. Affiliate shall be responsible for all financial, contractual and physical arrangements related to establishing and maintaining its connections to the Network, including without limitation furnishing its own router and interface hardware and local loops. Affiliate shall also be responsible for complying in every respect with the responsibilities set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "B" and made a part hereof.

7. Charges for Connection to Network and Network Services. The charges described hereinbelow for connection to the Network and the Network Services shall be based upon the FLR prices applicable to Affiliate participants as approved by the Board of Directors of FLR from time to time. Affiliate acknowledges and agrees that such prices will be periodically reviewed and adjusted by the Board of Directors of FLR. 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 (i) any 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.

Affiliate covenants and agrees to pay the following charges and fees for connection to the Network and the Network Services:

(a) Non-Recurring Costs. Not applicable.

(b) Recurring Costs. Affiliate shall pay to FLR an annual recurring services fee (hereinafter referred to as the "Services Fee") for FLR services, which are integrated, into a single package as set forth in Exhibit "C". These services include use of the FLR Ethernet-based IP transport facility (up to 4 Gbps), access to the commercial Internet, and network connectivity and support functions required to maintain the Affiliate's connection to the FLR infrastructure for each connection location identified in Exhibit "A". Additional services may be requested at any time and shall be based upon current prices. This Services Fee is effective the date the Affiliate initiates use of the FLR services and shall be due and payable on a monthly basis. Advance annual payments are also acceptable.

Access to the commercial Internet is based upon an initial bandwidth commitment. Excess usage over the bandwidth commitment, if not corrected within 90 days following written notification thereof, shall incur cost for any use in excess of 110% of the bandwidth commitment and shall be based on the FLR current standard rate per megabit. Excessive usage 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.

Based upon the current prices applicable to Affiliate participants of FLR, the amounts due hereunder for the above-described charges and fees, subject to adjustment by the Board of Directors of FLR from time to time as provided for hereinabove, shall be as set forth in Exhibit "C", attached hereto and made a part hereof.

8. Status as Affiliate. Affiliate acknowledges and agrees that Affiliate's status as an Affiliate participant of FLR (a) does not create any equity interest in FLR, (b) does not bestow any voting rights upon Affiliate, and (c) does not permit Affiliate to resell FLR Network Services without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion. The Affiliate shall solely be entitled to connect to the Network pursuant to the terms and conditions of this Agreement.

9. Resale of FLR Services. Affiliate shall not resell FLR Network services in any manner not approved of in this Agreement or without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion.

10. Use of Affiliate's Network as a Network Aggregator. The parties understand and agree that Affiliate will utilize its connection to the Network as a "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 designated in paragraph 4 hereinabove. The Third Party Connections shall not be construed or deemed Affiliate participants of FLR. Third Party Connections are not Owners, do not own an equity interest in FLR, have no representation on the FLR Board of Directors, and have no voting rights. 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.

The Affiliate shall be obligated to collect an annual downstream subscriber fee from each Thirty Party Connection in the amount of One Thousand Two Hundred Dollars ($1,200.00) per year, and remit such fee collected to FLR as set forth in the FLR Third Party Downstream Subscriber Fee attached hereto as Exhibit "D" and made a part hereof. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be

based upon the FLR prices applicable to Third Party Connections as approved by the Board of Directors of FLR and shall be invoiced quarterly, in arrears. Such prices will be periodically reviewed and adjusted by the Board of Directors of FLR. 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 (i) 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.

11. Use of Affiliate's Network for Last Mile Connectivity to the FLR Network. The parties understand and agree that Affiliate will also utilize its connection to the Network to deliver last mile connectivity to the Network to other affiliate participants of FLR (hereinafter referred to as "Affiliate Connectors"). Affiliate shall be authorized to provide connectivity to the FLR Network to Affiliate Connectors through a connection to its fiber network. Each Affiliate Connector shall be 100 Mbps or greater and delivered via Affiliate's fiber network to the FLR location identified in paragraph 4 hereinabove. Both parties understand and agree that such connectivity shall be in accordance to provisions established under different and separate agreements between Affiliate and applicable Affiliate Connectors. FLR and Affiliate Connectors shall have separate agreement for the provision of the FLR Network Services. In the event this Agreement shall terminate, the Affiliate agrees to continue its service with Affiliate Connectors in accordance to the provisions established under the separate agreement for last mile connectivity between Affiliate and Affiliate Connectors. Affiliate shall be solely responsible for Affiliate Connectors' connection to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

12. General Capacity on the Network (hereinafter referred to as "Capacity") shall be provided and maintained through FLR in accordance with FLR's then-current technical specifications. In order to protect the technical integrity of the Network, FLR has the right to limit the manner by which any portion of the Network is used. FLR reserves the right to reject for any reason any request for Capacity. Capacity is offered subject to the availability of facilities and the submission of accurate information by Affiliate. FLR shall have priority over all other users with respect to use of the Capacity. The Network shall at all times remain the property of FLR. Affiliate shall not take any action or inaction that imposes any encumbrance on the Network or use the Capacity in an unlawful manner or in a way that interferes with FLR's or a third party's use of Capacity or the Network, including any transmission or the content thereof that violates any copyright or export control laws or that are libelous, slanderous or an invasion of privacy. Unless otherwise expressly agreed to in writing by the parties, all connections to the Network for the Capacity shall be made to designated equipment racks at points of presence identified by FLR for the connection locations designated in paragraph 4 hereinabove and all of the costs of accessing and interconnecting with the FLR connection points shall be borne by the Affiliate. Affiliate understands, acknowledges and agrees that the Capacity is unprotected and is therefore subject to defects, failures and interruptions. Nothing in this Agreement shall prevent FLR from taking such actions as are necessary to repair and maintain the Network upon reasonable notice thereof and without any liability therefor.

THE CAPACITY PROVIDED HEREUNDER IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

13. Force Majeure. Neither party shall be in default if any failure to perform is caused by anything beyond the control of such party.

14. Liability.

NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS A RESULT OF THIS AGREEMENT.

IN ADDITION, ANY THIRD PARTY PROVIDER OF SERVICES OR FACILITIES EMPLOYED BY FLR TO PROVIDE THE CAPACITY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS AN INDIRECT OR DIRECT RESULT IN CONNECTION WITH OR BASED UPON ALLEGED DEFECTS, FAILURES OR INTERRUPTIONS IN OR OTHERWISE RELATING TO THE SERVICES OR FACILITIES OF THE PROVIDER EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PROVIDER.

Subject to the limitation of Section 768.28, Florida Statutes, Affiliate shall be responsible for any costs incurred by FLR, or any damage to or loss of any of FLR's facilities, arising out of the acts or omissions of Affiliate inconsistent with permitted use in accordance with this agreement.

15. Payment. Unless other payment terms are specified in this Agreement, charges hereunder shall be paid 45 days after receipt of the invoice for such charges. In addition to the charges set forth herein and except for income or gross receipts taxes, Affiliate shall pay any fees lawfully imposed by any governmental or quasi-governmental body in connection with the provision of the Capacity, as well as any additional costs that FLR reasonably incurs as an indirect or direct result of this Agreement, not to exceed on an annual basis five percent (5%) of the charges and payments due for the applicable year as specified hereinabove. If Affiliate in good faith disputes any portion of a charge, Affiliate shall provide written notice to FLR of the billing dispute within 45 days thereafter.

16. Assignment. Neither party may assign this Agreement or any of the Capacity without the prior written consent of the other party.

17. Termination of Service. Affiliate shall have the right to terminate this Agreement at any time prior to the expiration of the term hereof in the event it determines, in its sole discretion, it will be unable to make the payments due hereunder by delivering written notice thereof to FLR. FLR may suspend or terminate, in whole or in part, the Capacity or this Agreement without any liability therefor (a) in the event that

Affiliate fails to make payment hereunder if such failure is not corrected by Affiliate within 30 days following written notification thereof; (b) for any other material breach by Affiliate if such breach is not corrected by Affiliate within 30 days following written notification thereof; (c) for any use of the Capacity by Affiliate which FLR reasonably determines to be harmful to the Network or other users of the Network or violates any law or regulation; or (d) in the event any law, rule, regulation or judgment of any court or governmental or quasi- governmental agency prevents FLR from providing the Capacity or any portion thereof.

Termination or suspension by FLR or early termination by Affiliate shall not relieve Affiliate of liability incurred prior to such termination or suspension.

Affiliate may terminate this Agreement with respect to FLR Network services without liability therefor in the event a material breach by FLR in the performance of its obligations hereunder is not cured by FLR within 30 days following written notification thereof. Affiliate may terminate this Agreement for any reason upon providing FLR with sixty (60) days prior written notice of cancellation (except for the reason of inability to pay, which shall require no prior notice as provided for hereinabove). FLR shall make no further commitments hereunder. Affiliate shall be liable to FLR for the cost of all authorized services provided and work completed prior to date of termination.

18. Parties Responsibilities. Each party shall be responsible for its own acts, omissions, and the results thereof, as provided in and subject to the limitations stated herein.

19. Nondisclosure. Unless otherwise required by law, and subject to the Florida Public Records Law (as defined in Section 23(b) of this Agreement), neither FLR nor Affiliate shall disclose to third parties the rates and fees due hereunder, or any information that is identified as confidential by one of the parties hereto (hereinafter referred to as the "Disclosing Party"), without the prior, written consent of the Disclosing Party. For the purposes of this Agreement, the information disclosed hereunder by the Disclosing Party to the other party hereto (hereinafter referred to as the "Receiving Party") will not be treated as confidential if it (a) is or becomes public knowledge without the fault or action of the Receiving Party, (b) is received by the Receiving Party from a third party, (c) is independently developed by the Receiving Party without access to the information hereunder, (d) is or becomes available to the Receiving Party on an unrestricted basis from the Disclosing Party, or (e) is required to be disclosed by law or court order. The obligation of each party receiving confidential information shall extend for the term of this Agreement as stated above.

20. Compliance with Laws and Regulations In performing their obligations under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

21. Notices. Services provided to and through Affiliate by FLR will require Affiliate's information technology staff to interface with FLR. Affiliate and FLR will advise each other from time to time of the members of their information technology staff, together with appropriate contact information, in connection with any technical or network administration issue. Contact information for service interruption and technical assistance is provided for in Exhibit "B". Any notices or other communications related to matters other than technical matters, network administration and service interruptions which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by a nationally recognized courier service (such as Federal Express or UPS) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

To Affiliate:	City of Jacksonville Information Technology Division 214 North Hogan Street Jacksonville, Florida 32202 Attention: Contracts Manager
With a copy to:	City of Jacksonville Office of General Counsel 117 West Duval Street, Suite 480 Jacksonville, Florida 32202
To FLR:	Florida LambdaRail, LLC 1607 Village Square Blvd., Suite 4 Tallahassee. Florida 32309 Attn: Chief Executive Officer

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made upon actual receipt or rejection of the same by the party to whom the same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

22. Miscellaneous. As used herein, the term "Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.

This Agreement or any provision hereof may be amended or waived only by written agreement signed by both parties. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements proposals and undertakings between the parties regarding the subject matter hereof. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. Except as set forth in Section 14 above with regard to the provider of the facilities employed by FLR to provide the Capacity, no provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or

create any third party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. Should further resolution be necessary, such proceedings shall take place in a court of competent jurisdiction in Duval County, Florida. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

23. Additional Provisions.

(a) Maximum Indebtedness. The maximum indebtedness of Affiliate for all fees, reimbursable items or other costs, services incurred pursuant to this Agreement shall not exceed the sum of THREE HUNDRED THIRTY-FIVE THOUSAND EIGHT AND NO/100 DOLLARS ($335,008.00).

(b) Public Records. As part of the parties compliance with laws and regulations under Section 20 of this Agreement, each party acknowledges will comply with Chapter 119, Florida Statutes, (the "Florida Public Records Law"), as it applies to any activities under this in this Agreement.

(c) Data Security. In the course of performing the Network Services, FLR may gain access to sensitive information of the Affiliate, its employees, and others. Such information may include health information, social security information, address information, criminal investigation information, etc. At a minimum, FLR and its subcontractors will (i) use reasonable, industry-standard security measures to protect against unauthorized access or disclosure of such information, (ii) immediately notify the Affiliate of any breach of security, (iii) be responsible for taking all reasonable or required remedial actions and (iv) shall comply with the provisions of Exhibit E to this Agreement.

(d) Conflicts of Interest. The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the Affiliate, to the extent the parties are aware of the same.

(e) Prompt Payment to Subcontractors. Because no part of this Agreement will be subcontracted to a third party, the provisions regarding prompt payment to Jacksonville Small Emerging Business Enterprises ("JSEBs") and Minority Business Enterprises ("MBEs") required by Chapter 126, Part 6, Ordinance Code shall not apply.

(f) Non-Discrimination. As required by Section 126.404, Ordinance Code, FLR represents that it has adopted and will maintain a policy of nondiscrimination against

against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. FLR agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that FLR shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. FLR agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

(g) Public Records In accordance with Section 119.0701, Florida Statutes, FLR shall:

(i) Keep and maintain public records required by Affiliate to perform the services; and

(ii) Upon request from Affiliate's custodian of public records, provide Affiliate with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if FLR does not transfer the records to Affiliate; and

(iv) Upon completion of this Agreement, transfer to Affiliate at no cost all public records related to this Agreement in possession of FLR or keep and maintain public records required by Affiliate to perform the service. If FLR transfers all public records to Affiliate upon completion of this Agreement, FLR shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If FLR keeps and maintains public records upon completion of this Agreement, FLR shall meet all applicable governmental requirements for retaining public records. All records stored electronically must be provided to Affiliate upon request from Affiliate's custodian of public records in a format that is compatible with Affiliate's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF FLR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT AFFILIATE'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

(h) Retention of Records/Audit. As required by Section 126.108(a), *Jacksonville Ordinance Code*, FLR and its subcontractors shall maintain all books, documents, papers, accounting records and other records directly pertinent to the performance under this Agreement ("Records") and shall make the Records available at all reasonable times for inspection and/or audit by City during the term of this Agreement and for three (3) years from the date of final payment under this Agreement.

(i) Indemnification. FLR shall comply with the provisions of Exhibit F to this Agreement.

(j) Insurance. FLR shall comply with the provisions of Exhibit G to this Agreement.

[signatures on next page]

In recognition of their agreements hereunder, the parties have executed this Agreement as of the date first above written.

FLORIDA LAMBDARAIL, LLC, a
Florida limited liability company

By: _____
Name: Joseph A. Lazor
Title: Chief Executive Officer

CITY OF JACKSONVILLE, a political
subdivision organized under the laws of the State of
Florida

By: _____
Name: Lenny Curry
Title: Mayor

~~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

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
Contract # SP-0441-13
City Contract #9816-01

Form Approved:

_____
Office of General Counsel
GC-#1089445-v1A-Affiliate_Connection_Agreement_LambdaRail.docx

In recognition of their agreements hereunder, the parties have executed this Agreement as of the date first above written.

FLORIDA LAMBDARAIL, LLC, a
Florida limited liability company

By: _____
Name: Joseph A. Lazor
Title: Chief Executive Officer

CITY OF JACKSONVILLE, a political subdivision organized under the laws of the State of Florida

By: _____
Name: _____
Title: _____

ATTEST:

_____
Corporation Secretary
City of Jacksonville

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
Contract # SP-0441-13

Form Approved:

_____
Office of General Counsel
GC-#1189445-v1A-Affiliate_Connection_Agreement_LambdaRail.docx

EXHIBIT A

CONNECTION LOCATION

FLR AFFILIATE CONNECTION AGREEMENT CITY OF JACKSONVILLE

2X2 Gbps, 1X4 Gbps NETWORK CONNECTIONS – 300 Mbps R&E/INTERNET SERVICES

Affiliate Connection Location	FLR Connection Points	Approx. Date of Connection
City of Jacksonville	4814 Phillips Hwy Jacksonville, Florida 32207-7270	Connection in place
City of Jacksonville	Digital Realty Data Center, 56 Marietta Street, Atlanta GA	Connection in place

EXHIBIT B
Revised: 07/25/2017

Florida LambdaRail, LLC
Service Level Understanding (SLU)

EXHIBIT B

Florida LambdaRail, LLC
Service Level Understanding (SLU)

Purpose: The purpose for this document is to describe the targeted availability goal, problem resolution and problem recovery response for the FLR services offered to its participants. All times listed are in accordance with Affiliate's local time.

I. FLR Services - FLRNet, FLR Waves w/Availability Design Goals.

A. FLRNet Service (Internet, Internet2, Peering, L2/3 VPN) - Availability design goal is five 9's (99.999%)

FLR Internet service is provided by FLR contract with three (3) Tier1 Internet Service Providers (ISPs), each with their own redundant connection to FLRNet. A redundant path for enhanced access to Internet2 (I2) is provided via a 10GE I2 interface to Houston, and will soon be provided via a shared 100G to Atlanta with SoX.

Each FLRNet CISCO ASR 9000 core site backbone is dual connected to other FLRNet core router sites to protect against single wave failures. The ASR9000 utilized include redundant route processor and power supplies. In other words, the FLRNet is redundant outside of a full router outage.

Note: FLR recommends that participants connect to FLRNet services with both Primary and Secondary connections to protect against a single local access failure. The 5 9's availability design goal requires members be multi-homed.

Latency: As measured by FLR performance measurement nodes, the maximum average end to end latency shall not exceed 40ms between any two FLR nodes.

Problem analysis: The FLR Engineering team is dispatched immediately upon report of problem from the user community or the FLR Network Management System (NMS).

Problem resolution: Problem resolution goal for FLRNet is six (6) hours or less after problem analysis. Problem resolution of Internet2 or Internet will depend on upstream providers' response. Problem response may depend on Members local loop provider.

Equipment that supports the FLRNet, (Cisco ASR9000) is under Smartnet contract with Cisco. Contract response for the ASR9000 is 24/7 by four (4) hours on-site. The backbone of FLRNet utilizes FLRWave service.

B. FLRWave Services - Gigabit Ethernet (GE), 10GE, 100GE - Availability design goal of FLRWave services is up to four nines (99.99%)
Note: Individual point to point waves across FLR are designed to have two 9's of availability (99%). This includes equipment failure and typical number of fiber cuts per year. Redundant waves will have 4 9's of availability (99.99%). Waves that extend outside Florida utilizing I2 may only expect two (2) 9's availability. If your application requires a higher level of availability, an additional wave can be provided via alternate physical path at additional cost.

Problem analysis: The FLR Engineering team is dispatched immediately upon notification of an outage by its NMS systems or by the participant.

EXHIBIT B

Florida LambdaRail, LLC
Service Level Understanding (SLU)

Problem Resolution: Repair is next business day pending Cisco delivery of non-common components. 24/7/4 Smartnet services can be obtained at the request of the customer at additional cost.
Equipment that supports the FLRWave service (Cisco NCS2006) is under a Cisco Smartnet contract 8/5 NBD (next business day.) The FLR Network Operations Center (NOC) has spare hardware for the common parts that make up an FLRWave. The common parts can be delivered on-site to anywhere in the state in six (6) hours for total node failure barring natural disaster (e.g. Hurricane). Cisco Smartnet service contract requires that we place order for replacement part prior to 3PM EST for next business day delivery.

II. Service Requests: Requesting additional Internet bandwidth or updating any of the FLRNet suite of services is done via the web S-Ticket system.

Internet2 service can typically be enabled within a week depending on the response of the Internet2 NOC. Internet service will be enabled within a week if the total FLR Internet utilization is within eighty percent (80%) of capacity otherwise FLR will provide the requested capacity within fourteen (14) business days.

III. Change Management: FLR performs and schedules maintenance over standing change windows. Typical work takes place either Saturday or Sunday morning 5AM-8AM, ET. Extensive changes such as equipment swaps or rebuilds may take place any week day from 11PM-5AM ET. Emergency maintenance may occur anytime. All changes are reviewed and tracked in a change management tracking system. The standard maintenance notification interval is 2 weeks, but may be shortened due to vendor communication or other outside forces.

IV. FLR Network Operation Center (NOC): The FLR NOC is staffed for continuous, 24x365 monitoring of the state of the optical network, and coordinates restoration of any failures that may surface during the operation of the network. The NOC networking services also include: coordination, communications and control between and among the FLR participants, vendors and other upstream service providers.

Continuity of Operations: The FLR NOC is hosted at the University of Florida. Should the NOC become unavailable due to circumstances outside its control the FLR network design facilitates management (rapid NOC relocation) at any of the other FLRNet core sites and additional Optical sites designed for disaster recovery response

V. FLR Participants' Responsibilities

A. Provides end-user support and local problem diagnosis and resolution:
Using detailed tools provided to local engineering staff (if applicable) by the FLR NOC, the local staff should perform the first level of troubleshooting of any end-user problems

If the problem is not local to the participant, the FLR NOC will be contacted to report a problem and begin the next level of troubleshooting

If the problem is determined to be at another FLR participant's site, staff from that facility will work with the FLR NOC to diagnose and resolve the problem.

EXHIBIT B

Florida LambdaRail, LLC
Service Level Understanding (SLU)

VL FLR NOC Contact via the Web, Telephone and email:
Real-Time network information: http://eng.noc.flrnet.org (authentication required)
WEB S-Ticket System (preferred): http://noc.flrnet.org/sticket
Phone: 352.294.FLR1 (3571)
Email: noc@flrnet.org

Please do not use email to report after hours outages. The S-Ticket system or a call to the NOC are the recommended paths.

FLR Service Ticket ("S-Ticket")
The FLR "S-Ticket" is the one stop system for reporting problems, requesting net service, or a change in existing service. Once you submit a ticket, you will receive confirmation and progress emails.

Problem Escalation Contacts:
FLR Dispatch - noc@flrnet.org
Chief Network Architect, Chris Griffin - cgriffin@flrnet.org
FLR COO, Lance Taylor - lance.taylor@flrnet.org
FLR CEO, Joseph Lazor - Joseph.Lazor@flrnet.org

EXHIBIT C

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

FLR AFFILIATE CONNECTION AGREEMENT
CITY OF JACKSONVILLE

2X2 Gbps, 1X4 Gbps NETWORK CONNECTIONS – 300 Mbps R&E/INTERNET SERVICES

Costs – City of Jacksonville	
Non-Recurring Cost	$ N/A
Annual Recurring Costs[a]	$ 66,533
Monthly Recurring Costs[a]	$ 5,544
Total Fees and Charges	**$ 66,533**

Payment Schedule	*Monthly Amount*
Monthly Payment	$ 5,544
Annual Total	$ 66,533

**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 4G Ethernet-based transport connection (via 10GE port interfaces) in support of their Disaster Recovery setup at the Digital Realty Data Center (formerly Telx) in Atlanta, GA. The total IP transport bandwidth shall be 4G via two diverse 2G-port connections in Jacksonville bonded together to achieve 4G of total bandwidth. Atlanta will have a single 4G connection which will be the redundant path for Jacksonville

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 300 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 $6 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.

EXHIBIT D

FLR AFFILIATE CONNECTION AGREEMENT
THIRD PARTY CONNECTIONS
DOWNSTREAM SUBSCRIBER FEE

Under the Affiliate Connection Agreement, FLR agrees the Affiliate may utilize its connection to the Network as a "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 network.

The Affiliate Connection Agreement also provides that Affiliate shall be responsible for notifying FLR of any Third Party Connection and will be responsible for payment of the annual downstream subscriber fee for each Third Party Connection

A. The annual downstream subscriber fee from each Third Party Connection shall be One Thousand Two Hundred Dollars ($1,200.00) per year, which amount shall be paid by Affiliate as invoiced by FLR.

B. Notice of all proposed Third Party Connections shall be made to the Chief Financial Officer (CFO) of FLR via email. The type of agency (municipality, educational, medical, non-profit, etc.) being connected to the Affiliate's Network shall be disclosed to the FLR CFO in this transmittal. The CFO of FLR shall notify Affiliate, by email within 10 (ten) days after FLR has any objection to the proposed new Third Party Connection. FLR's decision as to the acceptability of a proposed new Third Party Connector shall be final.

C. The Affiliate shall also notify the CFO of FLR (and supply FLR with supporting information) if Affiliate believes the proposed new Third Party Connector should be exempted from the standard Third Party Connection fee of One Hundred Dollars ($100.00) per month from the date of the activation of the Third Party Connection. FLR will consider the facts presented by Affiliate and rule on the exemption request within 10 (ten) days via email to Affiliate.

D. The Affiliate and FLR will review the Third Party Connection list once each year on/around Affiliate's 11th Fiscal Month and reconcile the payment amounts applicable to that Fiscal Year. FLR will present invoice to Affiliate for the agreed upon annual Third Party Connection fee by the 10th day of Affiliate's 12th Month of each fiscal year to enable Affiliate to process payment within that Fiscal Year.

E. The annual downstream subscriber fee shall be subject to periodic review and adjustment by the Board of Directors of FLR as provided in the Agreement.

EXHIBIT E
DATA SECURITY REQUIREMENTS

FLR may have access to certain personal information as well as other confidential information including confidential business information of Affiliate, and must safeguard such information in accordance with the requirements set forth in this Exhibit.

1. PROTECTED INFORMATION DEFINED.

   1.1. This Attachment shall apply to information that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services by FLR, in whatever form including but not limited to paper, electronic or oral, that is (a) individually identifiable information about Affiliate employees, employees' family members, residents, independent contractors, and other individuals, including but not limited to any individually identifiable health or financial information, (b) other confidential or proprietary information concerning Affiliate, and (c) marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature ("**Protected Information**").

   1.2. All Protected Information shall remain the sole and exclusive property of Affiliate.

   1.3. As used herein, Protected Information does not include information that (i) was publicly known through no unauthorized act of FLR, or otherwise known to FLR without an obligation of confidentiality, at the time of disclosure, (ii) subsequently becomes publicly known through no unauthorized act or omission of FLR, (iii) rightfully received from a third party without an obligation of confidentiality; or (iv) independently developed by FLR without the use of the Protected Information.

2. LIMITATIONS ON ACCESS, USE AND DISCLOSURE OF PROTECTED INFORMATION.

   2.1. FLR shall maintain any Protected Information in confidence to be used solely for purposes of conducting Services.

   2.2. FLR shall ensure that, except as required by law, Protected Information will be accessed, created, received, maintained, processed, modified, used, disclosed or destroyed by only FLR's employees, officers, subcontractors, independent contractors or agents and solely as necessary and appropriate to perform the Services.

   2.3. In the event access to Protected Information to perform the Services requires access to Affiliate's computer network, FLR shall:

   - Permit access only to Authorized Parties and no other persons. (As used herein: (i) "**Authorized Party**" means an employee or Affiliate of FLR or a third party engaged by FLR who has a need to know or otherwise access Protected Information to enable FLR to perform its obligations under the Agreement, and who is bound in writing as provided in Section 2.4 below, and (ii) "**Affiliate**" of any specified person means and includes any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control," "controlling," and "controlled," when used with respect to such other person means the power to direct the management and policies of such other person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.)

- Be responsible for any unauthorized access to Affiliate's computer network by FLR's employees, affiliates, or third party contractors.
- Not knowingly introduce any viruses, worms, time bombs, time locks, drop dead devices, traps, access codes, trap door devices, or any other malicious software that is designed to disrupt, disable, erase, alter, harm, or otherwise impair Affiliate, Affiliate information available through the computer network, or Affiliate's computer network.
- Maintain the confidentiality of access credentials to Affiliate computer network.
- Promptly notify Affiliate of any actual or potential loss, disclosure, or unauthorized access of access credentials to Affiliate computer network or any Affiliate information available through the computer network.

2.4. FLR will not, directly or indirectly, disclose Protected Information to a third party (subcontractor, independent contractor, agent, etc.) without express written consent from Affiliate unless and to the extent required by law enforcement or government bodies or as otherwise to the extent expressly required by applicable law or regulations or in the Agreement; provided, however, that in the event such information is requested by a law enforcement authority or governmental authority (or is required to be divulged by law or regulation) FLR shall give advance notice of such disclosure requirement to Affiliate and shall give Affiliate a reasonable opportunity to object to and contest such disclosure, including by seeking a protective order or other appropriate remedy. In the event FLR is permitted hereunder to disclose Protected Information to a third party, FLR must obtain the written agreement from such third party agreeing to be subject to the same terms, conditions, protections, and limitations with respect to Protected Information contained in this Attachment, and FLR shall remain liable to Affiliate for the actions and omissions of the third party concerning the treatment of the Protected Information, in accordance with the terms herein.

2.5. FLR will not use, sell, rent, transfer, barter, exchange, assign, distribute, or otherwise process or make available Protected Information for FLR's own purposes or for the benefit of anyone other than Affiliate without Affiliate's express written consent.

2.6. In the case of individually identifiable health information subject to the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, that is accessed, created or received by FLR on behalf of Affiliate, FLR will be subject to the terms of the Business Associate Agreement entered into between the parties and incorporated herein by reference.

2.7. In the event Protected Information or protected health information under HIPAA is accessed, created or received by FLR on behalf of Affiliate and pursuant to an authorization, such information may be used or further disclosed only as specifically set forth in such authorization.

2.8. Except as directed by Affiliate in writing or as required under Section 6.2 below, FLR may not modify or destroy any Protected Information. In the event FLR is permitted to destroy Protected Information under this Attachment, FLR shall burn, pulverize, or shred papers or destroy or erase electronic files or media so that the information on such papers, files, and media cannot be read or reconstructed as per industry accepted frameworks such as NIST Special Publication 800-53 or ISO/IEC 27000.

3. REASONABLE SAFEGUARDS.

3.1. FLR shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under this Attachment,

which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices (such as ISO 27002, ITIL or COBIT or other industry standards of information security). Such safeguards shall include, without limitation, all of the following:

- a high level member of management with responsibility for safeguarding of Protected Information;
- periodic risk assessments (no less frequently than annually) for appropriateness of safeguards and make appropriate modifications;
- Information systems authentication and access controls;
- data breach response protocol;
- securing physical facilities, data centers, servers, back-up systems and computing equipment, including, but not limited to, encryption and password protection for all mobile devices and other equipment with information storage capability to the extent technically feasible;
- network, device application, database and platform security;
- encryption of Protected Information at rest and in transit;
- authentication and access controls within media, applications, operating systems and equipment;
- disaster recovery and business continuity protocols;
- securing all paper files;
- securing transmission, storage and disposal of Protected Information;
- personnel security and integrity measures including, but not limited to, background checks consistent with applicable law;
- conducting external and internal penetration testing and vulnerability scans and promptly implementing, at FLR's sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing;
- conducting and documenting training for all employees and other workforce members who will have access to Protected Information; and
- access controls, including logging of all access and exfiltration, and retention of such access control logs for a period of no less than one (1) year.

3.2. A "**Breach of Protected Information**" shall mean (i) any act or omission that materially compromises either Personal Information or the physical, technical, administrative, or organizational safeguards put in place by FLR (or its agents or subcontractors), or by Affiliate should FLR have access to Affiliate's systems, that relate to the protection of Personal Information, (ii) any unauthorized access, uses, disclosure, modification, or destruction of Protected Information known to FLR whether or not harm is likely to result from the Breach, or (iii) receipt of a complaint in relation to the privacy practices of FLR. FLR shall report a Breach of Protected Information to Affiliate without unreasonable delay but not later than 24 hours after becoming aware of the Breach of Protected Information. FLR shall provide such report by e-mailing the City's Chief Privacy Officer with a read receipt with a copy to Affiliate under the notice provisions of this Attachment. In the event of a Breach of Protected Information, FLR shall (i) shall not inform any third party of any Breach of Protected Information without first obtaining Affiliate's prior written

consent; (ii) provide Affiliate with the name and contact information for an employee of FLR who shall serve as Affiliate's primary contact and shall be available to assist Affiliate at all times in resolving obligations associated with a Breach of Protected Information; (iii) abide by Affiliate's determination concerning whether a reportable breach has occurred under applicable law and the steps necessary to comply with the notice requirements, including the content of the notices; and (iv) comply with all reasonable requests to assist in the investigation and mitigation of the Breach of Protected Information, including permitting access by Affiliate personnel and or its designees to FLR's affected facilities and personnel and records involved in the matter, cooperating with Affiliate in any litigation or other formal action against third parties deemed necessary by Affiliate to protect its rights, and using its best efforts to prevent a recurrence of any such Breach.

4. INDEMNIFICATION, DEFEND AND HOLD HARMLESS. Notwithstanding any provision in the RFP to the contrary, FLR shall indemnify, defend and hold harmless Affiliate, its affiliates, members, directors, officers and employees ("Affiliate Indemnified Person") from and against any and all claims, suits, causes of action, inquiries, investigations, proceedings (a "Claim"), and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys' fees) which may be imposed on or incurred by or instituted against any such Affiliate Indemnified Person relating to or arising out of: (a) any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under this Attachment or applicable law; or (b) FLR's breach of this Attachment; provided, that FLR will not be liable under this section to the extent any losses are determined, in a final judgment by a court, not subject to further appeal, to have resulted primarily from the gross negligence, willful misconduct or bad faith of such Affiliate Indemnified Person. FLR's obligations under this section extend to its acts and omissions, as well as the acts and omissions of FLR's employees, officers, subcontractors, independent contractors, or agents.

   Affiliate Indemnified Person shall provide FLR with prompt written notice of the existence of any Claim; non-financial assistance at FLR's request and expense to the extent reasonably necessary for the defense of such Claim; and control over the defense or settlement of such Claim, provided that no settlement requiring any financial payment from Affiliate Indemnified Person, admission of liability by Affiliate Indemnified Person, or equitable or injunctive relief shall be made without Affiliate Indemnified Person's prior written consent. Indemnitee shall have the right to participate in the defense of any such Claim at its expense and through counsel of its choosing.

   Notwithstanding anything in this section 4 to the contrary, the indemnification obligations of FLR under this section 4 of Exhibit E and the other provisions of this Agreement are strictly limited to the proceeds of insurance policies provided for pursuant to subparagraph 23(j) and Exhibit G of this Agreement which are paid with respect to any claim made for indemnification by Affiliate or any Affiliate Indemnified Person hereunder. FLR shall not have any liability whatsoever for indemnification under this Agreement to Affiliate or any Affiliate Indemnified Person to the extent the same is not paid for by the insurance coverage maintained by FLR in accordance with this Agreement. This limitation of liability has been freely negotiated the parties, and Affiliate has had the opportunity to require increased insurance coverage by FLR in exchange for paying the additional cost of coverage above the base coverage maintained by FLR.

5. TERM, TERMINATION AND RETURN OF PROTECTED INFORMATION.

   5.1. The duties and obligations under this Attachment shall commence as of the Effective Date (or, if earlier, the first date any Protected Information was provided to FLR), and shall terminate upon the earlier of the termination of the Agreement or the date FLR no longer maintains or has access to any Protected Information; provided, however, Section 5

shall survive the termination of the Agreement and this Attachment, and Sections 1 through 4 of this Attachment shall survive so long as FLR retains any Protected Information.

5.2. Upon termination of the Agreement for any purpose, FLR shall return to Affiliate or destroy all Protected Information in its possession that is not necessary to perform any remaining services under the Agreement. FLR will contact Affiliate to determine whether the Protected Information (regardless of how stored by FLR) must be: (a) returned to Affiliate; or (b) destroyed. This provision shall apply to Protected Information that is in the possession of subcontractors, independent contractors or agents of FLR. Except as otherwise agreed to by the Parties, FLR shall retain no copies of Protected Information. In the event that Affiliate does not respond to such inquiry within sixty (60) days of receipt thereof, FLR shall destroy all such Protected Information in its possession. Notwithstanding the foregoing, FLR may retain a copy of such Protected Information as FLR is required to retain for its regulatory purposes (but only the Protected Information necessary for compliance and only for as long as it is so required), provided that such copy must be safeguarded by FLR consistent with the terms of this Attachment. At such time as the Protected Information is no longer required to be maintained by FLR for its regulatory purposes, FLR shall destroy said information.

6. **COMPLIANCE OVERSIGHT.** Upon Affiliate's request, FLR shall grant Affiliate, or a third party on Affiliate's behalf, permission to perform (at Affiliate's cost) an assessment, audit, examination, or review of controls in FLR's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services. FLR shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes Protected Information for Affiliate pursuant to the Attachment. Any assessment, audit, examination, or review of controls under this Section 7 must be preceded by reasonable prior written notice of the audit and shall be designed to assess compliance with applicable law and this Attachment.

Upon Affiliate's request, FLR shall promptly and accurately complete an information security questionnaire provided by Affiliate or a third party on Affiliate's behalf regarding FLR's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services, Affiliate computer networks accessed, and/or services being provided to confirm compliance with the Attachment, as well as any applicable laws, regulations, and industry standards. FLR shall fully cooperate with such inquiry. Affiliate shall treat the information provided by FLR in the security questionnaire as confidential.

Upon Affiliate's request, FLR shall provide Affiliate with the results of any audit performed that assesses the effectiveness of FLR's information security program as relevant to the security and confidentiality of Protected Information processed or Affiliate computer networks accessed during the course of this Agreement. FLR acknowledges that any such results are not intended and do not provide a basis to conclude that FLR is compliant with any particular provision of this Attachment or applicable law.

NOTWITHSTANDING ANYTHING IN THIS EXHIBIT E OR ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, AFFILIATE ACKNOWLEDGES AND AGREES THAT FLR IS NOT STORING ANY DATA OF AFFILIATE OR PROVIDING ANY DATA STORAGE SERVICES PURSUANT TO THIS AGREEMENT.

EXHIBIT F
INDEMNIFICATION

FLR shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "City Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing City Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the FLR that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the FLR's performance of the Agreement, operations, services or work performed hereunder; and

2. Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, FLR shall, immediately, make every reasonable effort to secure within 60 days, for the City Indemnified Parties a license, authorizing the continued use of the Service or product. If FLR fails to secure such a license for the City Indemnified Parties, then FLR shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If FLR exercises its rights and obligations under this Agreement, FLR will (1) provide reasonable notice to the City Indemnified Parties of the applicable claim or liability, and (2) allow City Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

Notwithstanding anything in this Exhibit F the contrary, the indemnification obligations of FLR under this Exhibit F and the other provisions of this Agreement are strictly limited to the proceeds of insurance policies provided for pursuant to subparagraph 23(j) and Exhibit G of this Agreement which are paid with respect to any claim made for indemnification made by Affiliate or any of the City Indemnified Parties hereunder. FLR shall not have any liability whatsoever for indemnification under this Agreement to Affiliate or any of the City Indemnified Parties to the extent the same is not paid for by the insurance coverage maintained by FLR in accordance with this Agreement. This limitation of liability has been freely negotiated the parties, and Affiliate has had the opportunity to require increased insurance coverage by FLR in exchange for paying the additional cost of coverage above the base coverage maintained by FLR.

Such terms of indemnity shall survive the expiration or termination of the Agreement.

EXHIBIT G

INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, FLR shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and FLR shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Cyber Liability	$5,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

If FLR will performing its services onsite then the below FLR must maintain the additional the automobile liability insurance coverage, worker's compensation and employer's liability insurance described below:

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO

(i.e., mandatory endorsement).

Worker's Compensation **Employer's Liability**	Florida Statutory Coverage $ 100,000 Each Accident $ 500,000 Disease Policy Limit $ 100,000 Each Employee/Disease

This insurance shall cover FLR (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

With regard to the foregoing provision for Workers Compensation and Employer's Liability coverage, it is FLR's sole responsibility for making the determination as to the applicability of Florida Statutes chapter 440 to its business, and notwithstanding anything herein to the contrary, if FLR determines that chapter 440, Florida Statutes, does not require it to carry worker's compensation insurance, then Worker's Compensation and Employer's Liability coverage will not be required under this Agreement..

Additional Insurance Provisions

A. Certificates of Insurance. FLR shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. FLR's Insurance Primary. The insurance provided by the FLR shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured FLR. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. FLR's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the FLR or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by FLR shall relieve FLR of FLR's full responsibility to provide insurance as required under this Agreement.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. FLR shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, FLR, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of FLR under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, FLR shall present this Agreement and Exhibits F and G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of FLR.

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: AFITS31CSCS-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 9/28/17

ACTION OF AWARDING AUTHORITY DATE: 9/29/17

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-113, Revised 12/2007

SS - 0040-18

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:
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:
ITO has confirmed that Florida LamdaRail is the only provider who can provide Internet services through Florida LambdaRail.

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

Date:

Requesting Agency's Director's Signature:

JRP 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[illegible] 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

Florida LambdaRail, LLC
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