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

Subject: Florida LambdaRail Network System

Department: Information Technologies Division

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

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

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

Proprietary Award To: Florida LambdaRail, LLC.

Price Justification: See Attached

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

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

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

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

Analyst: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

March 16, 2017

TO: Greg Pease, Chief of Procurement Division

VIA: Kenneth Lathrop, Chief of Information Technologies / CIO

JSO 3/16/17

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

SUBJECT: **Bid # SP-0441-13 Florida LambdaRail Network System for Ultra-High Speed Broadband Services – Recommendation to Exercise Renewal Option**

ITD Management respectfully requests approval to enter into the Third Amendment to the Affiliate Connection Agreement with Florida LambdaRail LLC. Florida LambdaRail provides a cost effective, ultra-high speed, inter-connected, broadband service delivery network that enables the City of Jacksonville and other related agencies to benefit from the network services as an affiliate participant. The original request for vendor services was awarded on Bid No. SP-0441-13 on January 10, 2013 in the amount of $ 107,952.00 and was approved. The period of services was for three years from date of contract execution with two (2) one (1) year renewal options. The approved funding index code and sub-object was OPIT531CS - 04102. The current funding source is AFIT531CSCS - 04102.

ITD Management recommends approval to enter into our second of two options to renew through August 26, 2017. The six month renewal will allow time for ITD to process a multi-year service agreement for LambdaRail internet services. The renewal period will align with the infrastructure vendor providing the connection to LambdaRail. The expenditure amount requested for this period is $28,847.00 plus the amount of $5,200.00 total requested $34,047.00. The total not to exceed expenditure amount of $180,667.00 for City Contract # 9816.

Your favorable consideration of this request is appreciated.

CC: Michael Rooney, Network and Telecom Infrastructure Manager, ITD
Mike Young, Enterprise Technology Architect, ITD

Attachment: Vendor Extension of the Affiliate Connection Agreement
Vendor Quote sheet

Florida's 100 Gigabit Research and Education Network

Veronica Sarjeant
Chief Operations Officer
Veronica.Sarjeant@flrnet.org

March 14, 2017

Mr. Tom Ossi,
Technology Contract and Records Manager
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202

Dear Mr. Ossi:

FLR acknowledges and accepts your written e-mail notice dated March 14, 2017 to exercise the option to extend the term of the FLR-City of Jacksonville Affiliate Connection Agreement, effective January 26, 2013, as amended by the First Amendment dated June 2, 2013, and the Second Amendment dated March 17, 2016 for a period of six months, from 2/27/2017 through 8/26/2017. Unless otherwise notified in writing at least sixty (60) days prior to the effective date of any changes by FLR and/or modified by Supplemental Service Order Requests initiated and approved by the City of Jacksonville, the cost going forward for the extended period shall be the same as has been as of October 19, 2016. The City of Jacksonville's status as an Affiliate participant of FLR shall be extended for another six months commencing on 2/27/2017.

Thank you very much for your continued support and commitment to FLR.

Sincerely,

Veronica Sarjeant

Veronica Sarjeant
Chief Operations Officer
Florida LambdaRail

Attachments

Florida LambdaRail, LLC
1607 Village Square Boulevard, Suite 4, Tallahassee, Fl 32309-2772
Phone 850.385-0242 Fax 850.385-0379 www.flrnet.org

Florida LambdaRail
City of Jacksonville
Cost/Invoice Summary

Recap of FLR Cost for the City of Jacksoville
as of March 14, 2017

Non Recurring Components	**Cost**	
	$ -	
Total Nonrecurring Costs	**$ -**	
Annual Recurring Components		
FLRNet IP Ethernet Transport	$ 24,000	2x1GE Ethernet IP Transport
Port Fee	$ 3,852	Three 1G Ports (Jacksonville (2), Atlanta (1))
Commercial Internet (ISP)	$ 21,600	300M @ $6/Meg
Total Recurring Costs	**$ 49,452**	
Annual Total	**$ 49,452**	
Quarterly Invoice total	**$12,363**	

9816

SECOND AMENDMENT TO
AFFILIATE CONNECTION AGREEMENT

This SECOND AMENDMENT TO AFFILIATE CONNECTION AGREEMENT is entered into and effective as of the February 26, 2016 by and between FLORIDA LAMBDARAIL, LLC, a Florida limited liability company ("FLR") and the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida ("Affiliate").

BACKGROUND FACTS

A. FLR and Affiliate are parties to a Florida LambdaRail Affiliate Connection Agreement effective February 26, 2013, as amended by that certain First Amendment to Affiliate Connection Agreement dated June 6, 2013 (the Agreement").

B. The initial three-year term of the Agreement expires effective February 25, 2016 with two successive extension terms of one year each at the option of Affiliate.

C. Affiliate has notified FLR of its desire to exercise the first renewal term and FLR has agreed to extend the Agreement through February 25, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are acknowledged, the parties hereby agree as follows:

1. **Background Facts**. The Background Facts above are true and correct and incorporated herein by reference.

2. **Term of Agreement**. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

   Term of Agreement. Unless sooner terminated as provided herein below, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall be for a period of four (4) years. Affiliate shall have the option to extend the term of this Agreement for one (1) extension term of 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 at least thirty (30) days prior to the expiration of the term, as the same may have been previously extended. During any such extension term either party may give written notice of termination of this Agreement as provided for in paragraph 17 herein below.

3. **Maximum Indebtedness**. Section 23(a) of the Agreement is hereby amended in its entirety to read as follows:

   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 FORTY-EIGHT THOUSAND, ONE HUNDRED SIXTY-EIGHT DOLLARS ($48,168) for the period of February 26, 2016 through February 25, 2017 for a total maximum indebtedness under the Agreement of ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED TWENTY ($146,620).

4. **Exhibit C.** Exhibit C to the Agreement is deleted in its entirety and replaced by Exhibit C attached to this Second Amendment as Appendix 1.
5. **Remaining Provisions.** Except as expressly set forth in this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment effective as of the first date set forth above.

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE,
a Florida municipal corporation

By: _____
Lenny Curry, Mayor
Date: 2/17/16

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

Form Approved:

By: _____
Office of General Counsel

ATTEST:

By: _____
Witness

FLORIDA LAMBDARAIL, LLC

By: _____
Name: Joseph Lazor
Title: Chief Executive Officer
Date: February 26, 2016

G:\Gov't Operations\JDavis\TD\LambdaRail Second Amendment Feb 2016(2) clean.docx

Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account:	OPIT533- 04102
2/26/2013 – 2/25/2016 Amount:	$ 98,452.00
2/26/2016 – 2/25/2017 Amount	$ 48,168.00
Total Amount	$146,620.00

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 Order(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, Amd #2

Contract Encumbrance Data Sheet follows immediately.

Appendix 1

Exhibit C

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

AFFILIATE CONNECTION AGREEMENT
Extension of the Term of the Agreement
CITY OF JACKSONVILLE

2x1 Gbps NETWORK CONNECTION – 300[3] Mbps – R&E / INTERNET SERVICES

Costs – City of Jacksonville	
Non-Recurring Costs	$ N/A
Recurring Costs[2]	$ 48,168
Total Fees and Charges	$ 48,168

Payment Schedule	*Quarterly Costs*
1st Payment	$ 12,042
2nd Payment	$ 12,042
3rd Payment	$ 12,042
4th Payment	$ 12,042
Annual Total	$ 48,168

**Note:

1. The above costs are based upon the Affiliate prices approved by the FLR Board of Directors. These prices are reviewed periodically and 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.

2. Affiliate shall gain access to the FLR network via two (2) direct connections at the 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.

3. Affiliate is responsible for all of their cost incurred for establishing and maintaining a connection to the network. Affiliate's costs for establishing and maintaining a connection to the FLR infrastructure are not included in the charges listed above.

4. Affiliate shall have two (2) full dedicated 1GE Ethernet IP transport. The maximum IP transport bandwidth shall be via two (2) 1 GE port connections.

Exhibit C

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

AFFILIATE CONNECTION AGREEMENT
Extension of the Term of the Agreement
CITY OF JACKSONVILLE

2x1 Gbps NETWORK CONNECTION – 300[3] Mbps – R&E / INTERNET SERVICES

5. The recurring costs consist of several FLR services integrated into a single package. These services include network connectivity charges and support functions required to maintain the city's connection to the FLR infrastructure, use (up to 2 Gbps) of the FLR Ethernet-based IP transport facility, and access (300 Mbps) to the commercial Internet. This cost was effective the date the Affiliate initiated use of the FLR services, due and payable on a quarterly basis. Annual advance payments are also accepted. Additional FLR network services may be requested at any time and shall be based upon the current price schedule. 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) 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 at the time the requested time period commences.

6. The payment schedule above reflects an increase in Internet bandwidth (from 200 megs to 300 megs) at no additional cost based upon the unanimous approval of the FLR Board of Directors to cost-efficiently increase Affiliate's bandwidth capacity while remaining cost neutral (effective September 1 2015).

7. 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.

8. 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.

   For amounts of commercial Internet bandwidth of 100 Mbps or less, a corresponding amount of bandwidth to access advanced research networks (e.g., Internet2) will be made available at no additional cost. Affiliate shall have access up to 100 Mbps. In order 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 Secondary Educational Group Participant (SEGP) program.

   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

Exhibit C

FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES

AFFILIATE CONNECTION AGREEMENT
Extension of the Term of the Agreement
CITY OF JACKSONVILLE

2x1 Gbps NETWORK CONNECTION – 300[3] Mbps – R&E / INTERNET SERVICES

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. Affiliate shall be charged $14,211 per unit due and payable in advance on an annual basis.

9. 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.

10. Unless sooner terminated as provided for in the Affiliate Connection Agreement between FLR and the City of Jacksonville dated February 26, 2013, the initial term of and the City of Jacksonville's status as an Affiliate participant of FLR shall be extended for one (1) year commencing on February 26, 2016.

~~[Signatures on next page]~~

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

Subject: Florida LambdaRail Network System

Department: Information Technologies Division

Description of Purchase: Recommend approval to utilize the first of two (2) renewal options with Florida LambdaRail, LLC to continue providing ultra high-speed Internet for the period of February 27, 2016 through February 26, 2017. Total revised estimated expenditure in the amount of $48,168.00 ($4,014.00/month), for a not to exceed expenditure amount of $146,620.00.

Funding Source: OPIT531CS-04102 - To be executed by formal contract amendment #2 through the Office of General Counsel (Contract #9816)

Proprietary Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $146,620.00 **Requisition #:** N/A

Attachments: Recommendation Memo, Vendor Letter & Quote and Previous Award

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

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

Analyst: Annette L. Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 2/4/16

ACTION OF AWARDING AUTHORITY DATE: 2/04/16

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

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

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

Subject: FLORIDA LAMBDARAIL NETWORK SYSTEM

Department: ITD

Description of Purchase:
RECOMMEND APPROVAL TO DECREASE PROPRIETARY AWARD TO FLORIDA LAMBDARAIL, LLC, BY $3,500.00 FOR YEAR ONE (1) AND $3,000.00 IN SUBSEQUENT YEARS FOR A TOTAL OF $9,500.00. TOTAL REVISED ESTIMATED EXPENDITURE FOR THREE YEAR TERM WILL BE $98,452.00.

FORMAL WRITTEN CONTRACT TO BE UPDATED BY OFFICE OF GENERAL COUNSEL.

FUNDING SOURCE: OPIT533-04102

Proprietary Award To: FLORIDA LAMBDARAIL, LLC.

Price Justification: SEE ATTACHMENTS

Total Award: $98,452.00 **Requisition** #N/A

Attachments: RECOMMENDATION MEMO, VENDOR'S PROPOSAL, PREVIOUS AWARD, CONTRACT AGREEMENT
Certification as to Proprietary Source:
USHA MOHAN, CHIEF OF INFORMATION TECHNOLOGIES, ITD

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

Marilyn Laidler
Buyer: Marilyn Laidler

Gregory Please, Chief
Procurement Division

ML

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 08/15/13

ACTION OF AWARDING AUTHORITY DATE: 5/16/13

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of
Executive Order No. 2013-04

FORM GS-114, Revised 12/2007

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

Subject: FLORIDA LAMBDARAIL NETWORK SYSTEM

Department: ITD

Description of Purchase: RECOMMEND APPROVAL OF AWARD TO FLORIDA LAMBDARAIL, LLC FOR NONDISCLOSURE AGREEMENT. TOTAL COST IS $0.00.

RECOMMEND APPROVAL OF PROPRIETARY AWARD TO FLORIDA LAMBDARAIL, LLC., FOR COST EFFECTIVE, ULTRA-HIGH SPEED, INTER-CONNECTED, BROADBAND SERVICE DELIVERY NETWORK THAT ENABLES THE CITY OF JACKSONVILLE AND OTHER RELATED AGENCIES TO BENEFIT FROM FLORIDA LAMBDARAIL, LLC, WHICH CONNECTS FLORIDA'S HIGHER EDUCATION INSTITUTIONS AND PARTNERS TO COLLABORATE, CONNECT, UTILIZE AND DEVELOP NEW INNOVATIVE BROADBAND SERVICES. PERIOD OF SERVICE WILL BE THREE (3) YEARS FROM DATE OF CONTRACT EXECUTION. TOTAL ESTIMATED EXPENDITURE FOR THREE YEAR TERM IS $107,952.00.

FUNDING SOURCE: OPIT533

Proprietary Award To: FLORIDA LAMBDARAIL, LLC.

Price Justification: SEE ATTACHMENTS

Total Award: $107,952.00 Requisition #N/A

Attachments: SOLE SOURCE/PROPRIETARY FORM, VENDOR'S PROPOSAL, NONDISCLOSURE AGREEMENT

Certification as to Proprietary Source:
USHA MOHAN, CHIEF OF INFORMATION TECHNOLOGIES, ITD

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

Buyer: Marilyn Laidler

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 01/10/13

ACTION OF AWARDING AUTHORITY DATE: 1/15/13

APPROVED

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Cleveland Ferguson, III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2012-17

FORM GB-114, Revised 12/2007

QWS3270X 3/17/2017 1:19 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/17/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 1:19 PM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 04102 TELEPHONE AND TELEGRAPH
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	-6,175.00	2,749,196.00	2,749,196.00
EXPENDITURES	9,910.52	752,993.14	752,993.14
ENCUMBRANCES	-3,388.19	1,782,973.58	1,782,973.58
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	-12,697.33	213,229.28	213,229.28

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

G014 - RECORD FOUND