

7669.08

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

By *James R. McCain Jr.*  
James R. McCain, Jr.  
Corporation Secretary



*Mark Ferguson III*  
Deputy Chief Administrative Officer  
For Mayor Alvin Brown  
CITY OF JACKSONVILLE  
Executive Order No. 2015-01

By *Alvin Brown*  
Alvin Brown  
Mayor

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

*C. Ronald Beltr*  
Director of Finance  
CITY Contract Number: 7669-08  
*RB*

Form Approved:

*James R. McCain Jr.*  
Office of General Counsel

ATTEST:

By *Donna Bryant-Johnson*  
Signature  
Donna Bryant-Johnson  
Type/Print Name  
Customer Contracts Specialist  
Title

AT&T CORP.

By *Cassandra L. Neal*  
Signature  
Cassandra L. Neal  
Type/Print Name  
Customer Contracts Specialist  
Title



**EXHIBIT A**

**[ATTACH AT&T BID DOCUMENT DATED JULY 30, 2014 and BID AWARD SC-0586-14  
DATA SERVICES ]**

**AT&T Pricing Schedule # ASE28LOB10**



Sept 29, 2014

To whom it may concern:

RE: Contract with City of Jacksonville and AT&T for Voice and Data Services

This is a letter is to inform you that your current contract with AT&T is set to expire Sept 30, 2014 per Bid # ESC-0440-10. AT&T would like to renew the service for 24 months per RFP ESC-0440-10 which included several 2 year renewal options. Attached is the pricing for the 24 month renewal. Please exercise the renewal option immediately by signing the attached document and returning the document to me at the address listed below so we can avoid any interruption in the City of Jacksonville's voice and data services.

Should your office require any further information, please feel free to contact me at 904-407-2751.

Sincerely,

Chris Wadley

AT&T Account Manager

904-407-2751 office

904-476-3100 cell

[Cw3669@att.com](mailto:Cw3669@att.com)



**Addendum Agreement**

Case Number FL14-2963-00

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and City of Jacksonville ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL03-4214-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 10/30/2014.

Accepted by:

Subscriber:  
City of Jacksonville

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company:  
AT&T Florida

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Addendum Agreement**

Case Number FL14-2963-00  
Option 1 of 1

**Service description:**

This Addendum provides for an extension of the Contract Term for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service, Business Lines as part of Basic Local Service, Centrex service, and Metro Ethernet service.

This Addendum provides for a twenty-four (24) month service period from the Company date of acceptance of this Addendum.

The following products are no longer available and no longer available under this Agreement .

Frame Relay service

Analog Private Line service

All terms and conditions of Contract Service Arrangement Agreement FL03-4214-02 apply to this Addendum unless modified herein.



Addendum Agreement

Case Number FL14-2963-00  
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$ .00	1LD1E
2	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$ .00	PR71V
3	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$ .00	PR7BV
4	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$10.00	PR7CN
5	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested Inward and 2-way (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$0.10	PR7TF
6	Flat Rate Primary Rate ISDN (1- 1LD1E,1-PR71V,23-PR7BV) (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$500.00	WDDKR





Addendum Agreement

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RATES AND CHARGES

7	Flat Rate Service, Business Service, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$24.00	MFB
8	Flat Rate Service, Business Service-Caller ID compatible, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Caller ID feature must be ordered separately.) (Addendum to FL03-4214-02. Change monthly rate)	\$ .00	\$24.00	MFBC



**Addendum Agreement**

Case Number FL14-2963-00  
Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

**EARLY TERMINATION - PRI**

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

**EARLY TERMINATION - CENTREX**

If Customer migrates an AT&T ILEC Centrex Service or Service Component, (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

**EVOLUTION OF SERVICE – METRO ETHERNET**

AT&T may replace the Metro Ethernet Service with AT&T Switched Ethernet Service ("Successor Service"). The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions. If AT&T replaces the Service with a Successor Service and the replacement has a materially adverse impact on Customer, and AT&T does not affect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after the Service is replaced. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

**NOTICE OF WITHDRAWAL – ALL PRODUCTS**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate Service	12 months
Prior Notice Required from AT&T to Withdraw and	120 days



**Addendum Agreement**

Case Number FL14-2963-00  
Option 1 of 1

Terminate a Service Component	
Applicable Services/Service Components	Any ISDN PRI Metro Ethernet service Business Lines Centrex Service

There are no other additions, deletions or changes to the above referenced Contract Service Agreement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

**END OF ARRANGEMENT AGREEMENT OPTION 1**