SINGLE SOURCE AWARD **BID # SS-0264-18**

Subject: Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval to amend single source award dated 9/29/17 (Contract #9825-01) with Level 3 Communications, Inc., which an affiliate of CenturyLink Communications, LLC to upgrade the City's physical network infrastructure services of the existing fiber connection from 1Gbps to 10Gbps. The total not to exceed expenditure amount is $650,000.00 and the terms and conditions will remain the same.

To be executed by formal contract amendment through the Office of General Counsel.

Single Source Award To: Level 3 Communications, Inc.

Price Justification: See Attached

Total Award: $650,000.00 **Requisition #:** N/A

Attachments: Recommendation 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

01/11/19 08:36:50
Procurement Division

DATE: January 10, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: GPO 1/10/19 Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

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

RE: **SS-0264-18 – Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services – Amendment Number 1**

The Information Technologies Division is requesting approval to enter into Amendment Number 1 to City Contract #9825-01 with Level 3 Communications, LLC. (Level 3), which is an affiliate of CenturyLink Communications, LLC to upgrade the City's physical network infrastructure services.

The purpose of the amendment is to upgrade an existing fiber connection from 1Gbps to 10Gbps. The connection will provide backup internet connectivity in the event the Jacksonville, FL Florida LambdaRail connection fails.

Level 3 is the City's current provider of backup internet network connectivity to Atlanta, GA. Continued use of the Level 3 network infrastructure will reduce the complexity of the City's disaster recovery and backup internet services. ITD has confirmed that Level 3 is the only vendor who has dual physical network connections into the City's data center at 214 N. Hogan St., Ed Ball Building.

The amount not to exceed shall remain at $650,000.00, as no additional funding is required.

To be executed by formal contract amendment through the Office of General Counsel.

Your favorable consideration of our request is greatly appreciated.

Attachments: Original Procurement Award SS-0264-18
Draft Amendment 1
Service Order No. DOC-0000566658, Scenario SM826145
City Contract #9825-01

CC: Gary Steffens, Enterprise Architect Manager
Michael Rooney, Network & Telecom Infrastructure Manager
Alexander Ciprian, IT Contract Administrator, ITD

SINGLE SOURCE AWARD **BID # SS-0264-18**

Subject: Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval of single source award to Level 3 Communications, Inc. to provide physical network infrastructure to allow the City to access the Florida LambdaRail Internet Services. Period of service is for three (3) years beginning October 1, 2017 through September 30, 2020, with two (2) one (1) year renewal options. Total not to exceed expenditure amount is $650,000.00.

Funding Source: AFIT531CSCS-04102 – To be encumbered by purchase order

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: Level 3 Communications, Inc.

Price Justification: See Attached

Total Award: $650,000.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Quote

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

For - **Gregory Pease, Chief**
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

9/28/17
DATE

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

AMENDMENT NUMBER 1 TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

This Amendment Number 1 ("Amendment") is between **CenturyLink Communications, LLC** ("CenturyLink") and **City of Jacksonville, Florida** ("Customer"). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version effective July 2, 2018 between the parties (Customer Contract # 9825-01) (the "Agreement"). This Amendment is effective on the date the last party signs it (the "Amendment Effective Date"). This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **January 31, 2019** ("Cutoff Date").

1. Modifications to Services. The existing 1 Gig Wavelength LAN Service Identifier BDGV7772 is being upgraded to a 10 Gig Wavelength LAN referenced in SOF SM826145. In connection with the 10 Gig upgrade, Customer will execute Service Order No. DOC-0000566658, Scenario SM826145. Upon completion of the 10 Gig upgrade the 1 Gig Wavelength LAN Service Identifier BDGV7772 will be removed from service and the billing for that service will be discontinued. (The current monthly billing for BDGV7772 is $3,895.80 before taxes, fees and surcharges).

2. Additional Modifications.

Section 4.4 Maximum Indebtedness. Both parties acknowledge that the first two sentences of Section 4.4 of the Agreement apply to both Service Order No. DOC-0000543748, Scenario SM766310, and Service Order No. DOC-0000566658, Scenario SM826145. Accordingly, the first sentence of Section 4.4 is hereby deleted and the second sentence of Section 4.4 is amended to read as follows:

"It is acknowledged that Customer's maximum indebtedness for Services provided pursuant to Service Order No. DOC-0000543748, Scenario SM766310, and Service Order No. DOC-0000566658, Scenario SM826145, shall not exceed the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($650,000.00) ("Maximum Indebtedness")."

3. Miscellaneous. All other terms and conditions in the Agreement will remain unchanged and in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC	**CITY OF JACKSONVILLE, FLORIDA**
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

FOR INTERNAL CENTURYLINK REFERENCE
Contract ID(s) of Agreement being amended: 1165602

GC-#1256622-v1A-Level_3_Century_Link_Amendment_1_to_Master_Service_Agreement_.DOCX

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v1.012915

Document No. DOC-0000566658
Scenario: SM826145

CenturyLink

Customer Information and Contract Specifications

Customer Name: City of Jacksonville
Account Number: 1-5BWBYN

Currency: USD
Monthly Recurring Charges (MRC): $5,811.22
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
180 PEACHTREE ST SW, ATLANTA, GA 30303 USA 56 MARIETTA ST NW, ATLANTA, GA 30303 USA	**Wavelength - IOC - 10GIG-E LAN**	New	36	1	$2,398.28	$0.00	$2,398.28	$0.00
	- A Address = 180 PEACHTREE ATLANTA, GA 30303							
	- Z Address = 56 MARIETTA ATLANTA, GA 30303							
	- Bandwidth = 10GIG-E LAN							
	- Protection = Unprotected							
	- Custom Route = Yes							
	A Loc Building Extension - (180 PEACHTREE ST SW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	A-Side Access			1	$0.00	$0.00	$0.00	$0.00
	Z Loc Building Extension - (56 MARIETTA ST NW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	Z-Side Access			1	$0.00	$0.00	$0.00	$0.00
	Subtotal						**$2,398.28**	**$0.00**
180 PEACHTREE ST SW, ATLANTA, GA 30303 USA 515 N JULIA ST, JACKSONVILLE, FL 32202 USA	**Wavelength - IOC - 10GIG-E LAN**	New	36	1	$1,848.00	$0.00	$1,848.00	$0.00
	- A Address = 515 JULIA JACKSONVILLE, FL 32202							
	- Z Address = 180 PEACHTREE ATLANTA, GA 30303							
	- Bandwidth = 10GIG-E LAN							
	- Protection = Unprotected							

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Custom Route = Yes							
	A Loc Building Extension - (515 N JULIA ST)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	A-Side Access			1	$692.84	$0.00	$692.84	$0.00
	Z Loc Building Extension - (180 PEACHTREE ST SW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	Z-Side Access			1	$872.10	$0.00	$872.10	$0.00
	Subtotal						**$3,412.94**	**$0.00**
	Totals						**$5,811.22**	**$0.00**

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 Communications, LLC ("Level 3"), a CenturyLink affiliate, as set forth in section 4.

2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability or otherwise Customer is deemed to accept the increase. Level 3 provides Services in the United States. Services provided internationally may require a Local Country Agreement that will identify the CenturyLink affiliate providing Services.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Level 3 is not liable for such services.

4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3.

(a) The Service in this Order is subject to the CenturyLink Master Service Agreement entered into after March 16, 2018 and any applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer. If Customer has not executed a CenturyLink Master Service Agreement but has executed a services agreement (including Standard Terms and Conditions) with Level 3 or an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will govern this Order. If there are any inconsistencies between the Affiliate Agreement and this Order, the current standard Level 3 Service Schedule will apply. If Level 3 and Customer have not executed a CenturyLink Master Service Agreement or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, CenturyLink's standard Master Service Agreement and Service Schedule(s) as of the date of this Order will govern this Order. Copies are available upon request. The Level 3 entity invoicing the Services is the contracting party.

(b) Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3 will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Level 3 will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Service will continue month-to-month at the expiration of the Service Term. Rates are subject to change upon 30 days' notice from Level 3.

(c) "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). In the event of a CenturyLink Affiliate Agreement, (i) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (ii) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer will pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.

8. Customer will pay Level 3's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (available upon request or at https://MyLevel3.net) and (b) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.

9. Equipment provided by Level 3 to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where Level 3 does not currently hold a license to provide such Services Customer consents to Level 3 providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service. Level 3 is licensed in Hong Kong, Japan, Singapore and Australia.

11. The existing 1 Gig Wavelength LAN Service Identifier BDGV7772 is being upgraded to a 10 Gig Wavelength LAN referenced in the above quote. Upon completion of the 10 Gig upgrade the 1 Gig Wavelength LAN Service Identifier BDGV7772 will be removed from service and the billing for that service will be discontinued. The current monthly billing for BDGV7772 is $3,895.80 before taxes, fees and surcharges.

Additional Order Terms

Invoices