SUBJECT: MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT (RE-BID) - CSPEC

BID #: ESC-0502-13 **OPEN DATE: 04/03/2013**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGY DIVISION

BASIS OF AWARD: HIGHEST RANKED BIDDER BASED ON SELECTION CRITERIA

NUMBER OF BIDS INVITED: (21) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the fourth (4TH) of six (6) renewal options with AT&T for maintenance and technical services for Avaya Telephone Switching Equipment. Period of service is from October 1, 2016 through September 30, 2017. Total annual estimated expenditure not to exceed $146,404.00. Total expenditure not to exceed $616,819.07.

Funding to be encumbered by accountAFIT531CSCS-04603 to be executed by Purchase orders.

Attachments: Recommendation Memo, Vendor letter & Quote and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY RENFROE
For SBO
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Kenneth Lathrop, Chief, Information Technologies Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

September 16, 2016

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

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

SUBJECT: **ESC-0502-13 Maintenance & Technical Support Services for AVAYA Telephone Switching Equipment – CSPEC Renewal Request**

The Information Technologies Division requests approval to exercise the fourth of (6) six, (1) one year renewal options for Maintenance & Technical Support Services for AVAYA Telephone Switching Equipment for the period of October 1, 2016 through September 30, 2017 for a total annual expenditure of $146,404.00 This service agreement provides dedicated 24/7 reporting, monitoring, preventative maintenance support and an on-site technician for related PBX and enterprise telephone switching equipment. Terms and conditions remain the same on Master Agreement #2KA25016.

With approval of the renewal award of $146,404.00 for the period of October 1, 2016 through September 30, 2017 the total award not to exceed expenditure will be in the amount of $616,819.01.

Fiscal Year	Estimated Annual Expenditure
FY2013	$56,275.00
FY2014	$134,000.01
FY2015	$138,000.00
FY2016	$142,140.00
FY2017	$146,404.00
Total	**$616,819.01**

ITD Management recommends approval to exercise the 4th of (6) six, (1) one year renewal options for Maintenance & Technical Support Services for AVAYA Telephone Switching Equipment BID - CSPEC #ESC-0502-13 with AT&T.

cc: Michael Rooney, Network & Telecom Infrastructure Manager, ITD

Funding Source:

Index Code – **AFIT531CSCS**
Sub-Object - **04603**

Attachment: AT&T Renewal Letter

Your favorable approval of this request is appreciated.

August 24, 2016

To whom it may concern:

RE: Contract with City of Jacksonville and AT&T for Maintenance and Technical Support/Nortel Telecom Telephone Switching Equipment

This is a letter is to inform you that your current Maintenance and Technical Support/Nortel Telecom Telephone Switching Equipment with AT&T is set to expire Sept 30, 2016 per Bid # ESC-0502-13. AT&T would like to renew the service for 12 months per RFP ESC-0502-13 which included several 1 year renewal options. The pricing for the 12 month renewal will be $146,404.00. Please exercise the renewal option immediately by cutting a Purchase Order with the quote number and Master Agreement number listed on the PO and returning the document to me at the email address listed below so we can avoid any interruption in the City of Jacksonville's maintenance coverage.

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

2016 Budgetary Voice/IP Maintenance Quote

General Information:

Customer Name:	CITY OF JACKSONVILLE	Date:	August 23, 2016
Site Address:	128 E FORSYTH STREET	Valid Through:	September 30, 2016
City:	JACKSONVILLE State: FL Zip: 32202		
Equipment:	See Notes Section	Prepared By:	Mary Miller
Equipment Exclusions:	na	Customer Number:	

AT&T Voice CPE Maintenance Services -

Dedicated (40 Hours per week) with Parts Replacement -
-Skilled, on-site service resource to perform maintenance, MAC and repair activitie
-Normal service coverage Monday through Friday, 8am to 5pm
-Flat Service Rate (defined as the Annual Rate as quoted below)
-Out-of-hours emergency coverage for major failures, with repairs made at discounted labor rat
-Remote Repair (PBX)
-Remote Performance Monitoring (PBX)
-Unlimited System Audits available upon reques
-Discounted Labor Rates
-Remote Performance Monitoring (PBX)
-Proactive Remote Diagnostics (PBX)
-Annual System Audits
-Discounted Labor Rates

1 Year Annual Contract Rate: $ 146,404.00

Maintenance Payment Options Available: Monthly, Quarterly, Semi-Annual, Annual, Prepayment

Maintenance excludes headsets, portable/wireless telephones, answering machines, UPS systems, power conditioners and power supplie (including batteries and chargers), consumables and any software which is at a revision level not supported by the software licenso

This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and condition set forth in the standard AT&T Equipment Solutions-Voice CPE Resale and Support Services Addendum or in the AT&T Business Servic Guide-Voice CPE and Services document.

Notations:

PASS Basic Avaya (Nortel) Partner Assurance Support Services (PASS Basic) is included in coverage.

Contract Term 10/1/16 thru 9/30/17

AT&T Equipment Resale and Related Services Pricing Schedule

UA Reference No: 201305238636UA
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
CITY OF JACKSONVILLE	AT&T Corp.	Name: Chris Wadley
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
128 E FORSYTH STREET JACKSONVILLE, FL 32202	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	10375 Centurion Pkwy Jacksonville, FL 32256 Email: cw3669@att.com Phone (904) 407-2751
CUSTOMER Contact	CUSTOMER Billing Address and Contact	AT&T Contact Information
Name: xxxx Telephone: (xxx) xxx-xxxx Email:	214 North Hogan Street Jacksonville, FL 32202	Mary L. Miller 575 Morosgo Drive, 6th flr East Atlanta, GA 30324 Telephone: (404) 685-5578 Email: mm9171@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

Customer has requested that AT&T sign the Agreement to which this Pricing Schedule is attached before Customer signs that Agreement, and AT&T has agreed to do so. The Agreement (including this Pricing Schedule) as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the Agreement (including this Pricing Schedule) when a fully signed copy if returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Any and all changes made to the Agreement (including this Pricing Schedule) by Customer after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment signed by both parties, except for changes expressly authorized the terms of the Agreement (including this Pricing Schedule). To insure timely regulatory compliance, Customer shall return the executed Agreement (together with this Pricing Schedule) no later than three (3) calendar days after the date of Customer's signature.

- ☒ Rider A – Purchased Equipment
- ☐ Rider B – Additional Cisco Terms
  - ☐ Sub-Rider B1 - Cisco Try and Buy Program
  - ☐ Sub-Rider B2 – Technology Migration Plan
  - ☐ Sub-Rider B3 – Cisco Enterprise Suites for Collaboration
- ☐ Rider C – Purchased Equipment Discounts
- ☒ Rider E – Additional Avaya Terms
- ☐ Rider F – ShoreTel Mobility Router
- ☒ Rider D – AT&T-Provided Services
  - ☐ Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance
  - ☒ Sub-Rider D2 – AT&T-Provided Maintenance
  - ☐ Sub-Rider D3 – AT&T-Provided Warranty Services
  - ☐ Sub-Rider D4 – reserved
  - ☐ Sub-Rider D5 – reserved
  - ☐ Sub-Rider D6 – Enhanced Transport Service
  - ☒ Sub-Rider D7 – Statement of Work

CUSTOMER

By:_____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

AT&T

By:_____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

GENERAL TERMS APPLICABLE TO AT&T EQUIPMENT RESALE AND RELATED SERVICES

1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(C) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider D – AT&T-Provided Services

1. SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website • SG Library	http://serviceguidenew.att.com

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to .notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Sub-Rider D2 – AT&T-Provided Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AMS
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

7. AT&T-PROVIDED MAINTENANCE SERVICES – SCHEDULED PAYMENT OPTION

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

Installation Site Address: 128 E Forsyth St, Jacksonville, FL

Date of Submission: 08/24/16

Purchase Order Number: _____

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Voice Maintenance Solutions: - Essential Plus ☒Dedicated ☐Custom

Initial Term: 12 Months From: 10/1/16 To: 9/30/17 Total Price: $146,404.00

Service Plan Payment Terms (default is annual): ☐**Prepay** ☐ Annual ☐Semi-Annual ☐Quarterly ☒Monthly

Total Monthly Amount: $12,200.33

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

PASS Basic Entitlement:

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

Special Terms:

- AT&T will provide (1) Dedicated Technician(s) to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by AT&T.
- AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems currently maintained.
- Customer acknowledges if equipment is declared End of Life (EOL) by Equipment Manufacture, AT&T will provide reasonable efforts to resolve EOL product failure issues, utilizing internal resources only. Hardware parts, if available, may be limited to secondary supplies.

- For work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal schedule work hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials.

- The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

Sites Covered Under Maintenance Agreement:

CPR#	INSTALL ADDRESS
16332855	1 WEST ADAMS STREET
16332846	105 E MONROE ST
16332857	1095 A PHILLIP RANDOLPH BLVD
16332856	117 W DUVAL STREET
16332844	128 E FORSYTH STREET
16332854	214 N HOGAN ST
16332851	220 E BAY ST
16332850	231 E FORSYTH STREET
16332858	303 N LAURA ST
16332847	330 E BAY ST
16332848	400 E BAY ST
16332849	451 CATHERINE ST
16332845	4727 LANNIE ROAD
16332852	515 N JULIA STREET
16332853	5200-2 NORWOOD AVE
16332859	711 LIBERTY STREET

Equipment Excluded from Maintenance Agreement:

Headsets, portable/wireless/cordless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers) consumables, personal computers, printers, third party software support (unless otherwise noted) and any software which is at a revision level not supported by the software licensor.

Rider E – Additional Avaya Terms

Avaya Software License and Warranty

(a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at *http://support.avaya.com/LicenseInfo*. Both the Avaya Software License Terms and Heritage Nortel Software License Terms are separate agreements between Customer and Avaya. Customer shall assent to and comply with the Avaya Software License Terms or the Heritage Nortel Software License Terms as applicable.

(b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at *http://support.avaya.com/LicenseInfo*.

SUBJECT: MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT (RE-BID) - CSPEC

BID #: ESC-0502-13 **OPEN DATE: 04/03/2013**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGY DIVISION

BASIS OF AWARD: HIGHEST RANKED BIDDER BASED ON SELECTION CRITERIA

NUMBER OF BIDS INVITED: (21) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from October 1, 2015 to date of award.

Recommend approval to utilize the third of six (6) renewal options with AT&T for maintenance and technical services for Avaya Telephone Switching Equipment. Period of service is from date of award through September 30, 2016. Total revised annual estimated expenditure in the amount of $142,140.00, for a total not to exceed expenditure in the amount of $470,415.01.

Funding Source: OPIT531CS-04603 – To be encumbered by purchase order

Attachments: Recommendation Memo, Vendor letter & Quote and Previous Awards

ANALYST: _____ ANNETTE BURNEY **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 10-8-15

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/08/15

APPROVED _____ DISAPPROVED _____

OTHER _____

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

SIGNATURE OF AUTHENTICATION _____

SUBJECT: MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT (RE-BID) - CSPEC

BID #: ESC-0502-13 **OPEN DATE: 04/03/2013**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGY DIVISION

BASIS OF AWARD: HIGHEST RANKED BIDDER BASED ON SELECTION CRITERIA

NUMBER OF BIDS INVITED: (21) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from October 1, 2014 to date of award.

Recommend approval to utilize the second of six (6) renewal options with AT&T for maintenance and technical services for Avaya Telephone Switching Equipment. Period of service is from date of award through September 30, 2015. Total revised annual estimated expenditure in the amount of $138,000.00, for a total not to exceed expenditure in the amount of $328,275.01.

Funding Source: OPIT531CS-04603 – To be encumbered by purchase order

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

ANALYST: _____ ANNETTE BURNEY **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Infrastructure Solutions Manager, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 10/30/14

_____ OTHER: _____

_____

_____

_____

_____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

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

SIGNATURE OF AUTHENTICATION _____

SUBJECT: MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT (RE-BID) - CSPEC

BID #: ESC-0502-13

OPEN DATE: 04/03/2013

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGY DIVISION

BASIS OF AWARD: HIGHEST RANKED BIDDER BASED ON SELECTION CRITERIA

NUMBER OF BIDS INVITED: (21) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
RECOMMEND APPROVAL TO UTILIZE THE FIRST OF SIX (6) RENEWAL OPTIONS WITH AT&T FOR MAINTENACE AND TECHNICAL SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014. TOTAL REVISED ANNUAL ESTIMATED EXPENDITURE IN THE AMOUNT OF $134,000.01, FOR A TOTAL NOT TO EXCEED EXPENDITURE IN THE AMOUNT OF $190,275.01.

ACCOUNT CODE: OPIT531TC-04603

ATTACHMENTS: RECOMMENDATION MEMO, VENDOR LETTER, PREVIOUS AWARDS

*This award is subject to appropriation by the City in the fiscal year beginning October 1, 2013. 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.

BUYER: ANNETTE BURNEY

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: USHA MOHAN, CHIEF INFORMATION OFFICER, ITD

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 08/29/13

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 9/2/13

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION

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

SUBJECT: MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT (RE-BID) - CSPEC

BID #: ESC-0502-13 OPEN DATE: 04/03/2013

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGY DIVISION

BASIS OF AWARD: HIGHEST RANKED BIDDER BASED ON SELECTION CRITERIA

NUMBER OF BIDS INVITED: (21) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
RECOMMEND APPROVAL TO AWARD AT&T FOR MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR AVAYA TELEPHONE SWITCHING EQUIPMENT IN THE NOT TO EXCEED EXPENDITURE AMOUNT OF $56,275.00, FOR THE PERIOD FROM MAY 12, 2013, THROUGH SEPTEMBER 30, 2013, WITH SIX (6) ONE (1) YEAR RENEWAL OPTIONS.

ACCOUNT CODE: OPIT533 04603

ATTACHMENTS: RECOMMENDATION MEMO, SCOPE OF SERVICES, BID TAB SHEET, EVALUATION SHEETS

BUYER: Deidra Baines
DEIDRA BAINES

RESPECTFULLY SUBMITTED
GREGORY FEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: USHA MOHAN, CHIEF INFORMATION OFFICER, ITD

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 04/18/13
OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 4/19/13

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