SUBJECT: JACKSONVILLE PUBLIC LIBRARY WAN FIBER AND INTERNET CONNECTIVITY

BID #: ESC-0217-19 **OPEN DATE: 10/31/2018**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – THREE (3) YEARS FROM DATE OF CONTRACT EXECUTION WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 6 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from December 20, 2022 through date of contract execution.

Recommend approval to utilize the first two-year renewal option and increase the award by $233,462.00 with AT&T for JACKSONVILLE PUBLIC LIBRARY WAN FIBER AND INTERNET CONNECTIVITY. Period of service will be from date of contract execution through December 19, 2024. The revised total award not to exceed $558,729.20.

Funding Source: 53101.113001.541020.000000.00000000.00000.0000000
To be executed by formal contract amendment (City Contract 7669-10) through the Office of General Counsel.

Attachments: Recommendation Memo, Vendor Proposal, Previous Award

Analyst: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(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

CITY OF JACKSONVILLE

DATE: December 8, 2022

TO: Dustin L. Freeman, Chief of Procurement Division

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

FROM: Thomas Ossi, Technology Contract and Records Manager

RE: ESC-0217-19 - Jacksonville Public Library WAN Circuit and Internet Connectivity

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2022.12.08 12:21:43 -05'00'

Thomas Ossi — Digitally signed by Thomas Ossi Date: 2022.12.08 10:54:19 -05'00'

Information Technologies Division (ITD) awarded ESC-0217-19 to AT&T for Wide Area Network (WAN) Fiber and Internet Connectivity for branch locations within the Public Library system. The original contract period of coverage was for a three-year term from December 20, 2019, through December 19, 2022, in the amount of $325,267.20, with two renewal options of two years each, under Contract # 7669-10.

The current contract for these services expires December 19, 2022, therefore, ITD requests to exercise the first two-year renewal option and increase the Contract purchase agreement by $233,462.00, as follows:

Fiscal Year	Months Covered	Amount
FY2023	Dec 2022 - Sept 2023	$ 86,250
FY2024	Oct 2023 - Sept 2024	$ 117,300
FY2025	Oct 2024 - Dec 2024	$ 29,912
	Total Estimated Amount for 2-year term	**$ 233,462**

FUNDING SOURCE: 53101.113001.541020.000000.00000000.00000

Tracy Geake — Digitally signed by Tracy Geake Date: 2022.12.08 12:03:24 -05'00'

The renewal period of coverage will be December 20, 2022, through December 19, 2024 and the new total contract not-to-exceed amount will be $558,729.20. Upon award approval, ITD will request a formal contract amendment through the Office of General Counsel.

Your favorable consideration of ITD's request is appreciated.

CC: William Costa, Technology Infrastructure Manager
Jeremy McDaniel, Network & Telecom Infrastructure Manager
Andre Conyers, IT Contract Administrator
Elizabeth Brown, IT Operations Manager

Attachments: City Contract 7669-10
POA-0B04503-2
USAC WC Docket No. 13-184 – 2022 E-Rate Program Eligible Services

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Modernizing the E-Rate Program for Schools and Libraries	)	WC Docket No. 13-184
	)	
	)	
	)	
	)	

ORDER

Adopted: December 17, 2021 **Released: December 17, 2021**

By the Chief, Wireline Competition Bureau:

I. INTRODUCTION

1. In this Order, the Wireline Competition Bureau (Bureau) adopts the final eligible services list for funding year 2022 for the schools and libraries universal service support program (more commonly referred to as the E-Rate program).[1] Specifically, based on the record before us, we adopt the proposals set forth in the Bureau's Public Notice seeking comment on the proposed eligible services list for funding year 2022.[2] In addition, we release the eligible services list for funding year 2022 and authorize the Universal Service Administrative Company (USAC) to open the annual FCC Form 471 application filing window within 60 days after the release of this Order.[3] In doing so, we find good cause to waive the requirement in section 54.502(e) of the Commission's rules that the final eligible services list be released at least 60 days prior to the opening of the application filing window to ensure that the funding year 2022 filing window is opened with enough time for applicants to submit and USAC to process funding year 2022 FCC Form 471 applications.[4]

II. FUNDING YEAR 2022 ELIGIBLE SERVICES LIST

A. Background

2. Sections 254(c)(1), (c)(3), (h)(1)(B), and (h)(2) of the Communications Act collectively grant the Commission authority to specify the services that will be supported for eligible schools and libraries and to design the specific mechanisms for support.[5] Pursuant to this authority, the Commission

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[1] The Bureau annually updates the eligible services list, which specifies the services and products that are eligible for E-Rate funding each funding year. *See* 47 CFR § 54.502(a) ("All supported services are listed in the Eligible Services List as updated annually in accordance with paragraph (d) of this section."); *see also* 47 CFR § 54.502(e) (detailing the procedures for seeking comment on the draft eligible services list).

[2] *Wireline Competition Bureau Seeks Comment on Proposed Eligible Services List for the E-Rate Program*, WC Docket No. 13-184, Public Notice, DA 21-1062, 1 (WCB 2021) (*Funding Year 2022 Eligible Services List Public Notice*).

[3] *See Schools and Libraries Universal Service Support Mechanism, Eligible Services List for Funding Year 2022 (FY 2022 Eligible Services List)*, Appendix B, below. 47 CFR § 54.502(e) (requiring the final eligible services list to be released at least 60 days prior to the opening of the application filing window).

[4] 47 CFR § 54.502(e).

[5] 47 U.S.C. §§ 254(c)(1), (c)(3), (h)(1)(B), (h)(2).

delegated responsibility to the Bureau to annually seek public comment on the proposed eligible services list.[6]

3. In the *Funding Year 2022 Eligible Services List Public Notice*, we sought comment on the proposed eligible services list for funding year 2022.[7] In this regard, we identified two changes made between the funding year 2021 eligible services list and the proposed funding year 2022 eligible services list. First, under the "Eligible Broadband Internal Connections" section, we proposed adding a note for supporting software with language clarifying that applicants may request both equipment and the software necessary to use the equipment on the FCC Form 470, or request just the equipment on the FCC Form 470, and still receive support for both the equipment and the software necessary to use the equipment (e.g., right-to-use software or client access licenses) by requesting the equipment and software either together or separately on the FCC Form 471.[8] Second, on December 10, 2020, the Federal Communications Commission adopted the *2020 Supply Chain Second Report and Order*, enacting rules to implement the Secure and Trusted Communications Networks Act.[9] In accord with section 54.10 of the Commission's rules, E-Rate participants are prohibited from using E-Rate support to purchase, rent, lease, or otherwise obtain any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased rented, leased, or otherwise obtained.[10] A list of covered equipment and services was posted on the Commission's website on March 12, 2021, and will be updated to reflect any future determinations.[11] In the proposed funding year 2022 eligible services list, we added a note under the "Eligibility Explanations for Certain Category One and Category Two Services" section guiding applicants to this list of covered equipment and services.[12] The comment cycle for the *Funding Year 2022 Eligible Services List Public Notice* closed on October 12, 2021.[13]

B. Discussion

4. As an initial matter, we waive the requirement in section 54.502(e) of the Commission's rules that the eligible services list be released at least 60 days prior to the opening of the application filing window.[14] Section 1.3 of the Commission's rules allows the Commission to waive a rule on its own motion for good cause shown.[15] To ensure that the FCC Form 471 application filing window opens with

[6] *See* 47 CFR § 54.502(e).

[7] *Funding Year 2022 Eligible Services List Public Notice* at 1.

[8] *See Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, Order, 33 FCC Rcd 11219, 11221, para. 7 (2018); *see also* Appendix B at 8.

[9] *See* 47 CFR § 54.10; *Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs*, Second Report and Order, 35 FCC Rcd 14284, 14287, para. 4 (2020); Secure and Trusted Communications Networks Act, 47 U.S.C. §§ 1601-1609 (Secure Networks Act).

[10] 47 CFR § 54.10.

[11] *See Public Safety and Homeland Security Bureau Announces Publication of the List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, WC Docket No. 18-89, Public Notice, 36 FCC Rcd 5534 (PSHS 2021) *List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, https://www.fcc.gov/supplychain/coveredlist.

[12] *See* Appendix B at 11.

[13] *Funding Year 2022 Eligible Services List Public Notice* at 1. The Bureau received seventeen comments and seven reply comments in response to the *Funding Year 2022 Eligible Services List Public Notice*. Appendix A contains a list of the commenters and the acronyms, if any, used herein to refer to these commenters.

[14] *See* 47 CFR § 54.502(e).

[15] *See* 47 CFR § 1.3. The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*). In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *Id.*

enough time to allow applicants to submit and USAC to process applications for funding year 2022, we find a waiver of our rule is appropriate and in the public interest.[16] In waiving our rule, we are particularly cognizant of the need to ensure both applicants and USAC have as much time as they had last year to submit and process applications in light of the ongoing challenges and disruptions caused by the coronavirus (COVID-19) pandemic. We therefore find special circumstances to waive section 54.502(e).[17]

5. Next, having considered the record, we update the eligible services list for funding year 2022, which is attached as Appendix B to this Order, by adopting the two changes proposed in the *Funding Year 2022 Eligible Services List Public Notice*. Specifically, we add the clarifying language proposed to the "Eligible Broadband Internal Connections" and "Eligibility Explanations for Certain Category One and Category Two Services" sections as discussed below.

6. First, we add a note under the "Eligible Broadband Internal Connections" section to clarify for applicants that they may request both equipment and the software necessary to use the equipment on the FCC Form 470, or request just the equipment on the FCC Form 470, and still receive support for both the equipment and the software necessary to use the equipment (e.g., right-to-use software or client access licenses) by requesting the equipment and software either together or separately on the FCC Form 471.

7. Second, we add a note under the "Eligibility Explanations for Certain Category One and Category Two Services" section guiding applicants to the list of equipment and services covered by Section 2 of the Secure Networks Act as outlined in the Public Safety and Homeland Security Bureau's announcement and publication.[18] We note that we received no comments objecting to either of these two proposed changes to the FY 2022 eligible services list.

8. Third, we decline to make any additional changes to the funding year 2022 eligible services list at this time. We remind applicants that the eligible services list process "is limited to determining what services are eligible under the Commission's current rules and is generally not intended to be a vehicle for changing any eligibility rules."[19] Accordingly, we decline to address comments and reply comments requesting that we add cybersecurity services and Wi-Fi services to school buses to the eligible services list,[20] make changes to program forms,[21] make changes to the eligibility, Category Two

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[16] *Northeast Cellular*, 897 F.2d at 1166 (stating that the Commission may waive a rule when strict compliance does not serve the public interest).

[17] *See, e.g.*, *Modernizing the E-Rate Program for Schools and Libraries*, 34 FCC Rcd at 11219, 11242-43, para. 62 (2019) (*Category Two Report and Order*) (finding good cause to waive the 60-day rule for opening the filing window after issuance of the eligible services list to allow USAC and applicants with sufficient time to submit and process funding applications for funding year 2020); *Modernizing the E-Rate Program for Schools and Libraries*, WC Docket 13-184, Order, 35 FCC Rcd 13793, 13794, para. 4 (WCB 2020) (same).

[18] *See Public Safety and Homeland Security Bureau Announces Publication of the List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, WC Docket No. 18-89, Public Notice, 36 FCC Rcd 5534 (PSHS 2021); *List of Equipment and Services Covered by Section 2 of the Secure Networks Act*, https://www.fcc.gov/supplychain/coveredlist; Secure Networks Act, 47 U.S.C. §§ 1601-1609.

[19] *See, e.g.*, *Comment Sought on Draft Eligible Services List for Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Public Notice, 24 FCC Rcd 7422, 7423 (WCB 2009); *Wireline Competition Bureau Seeks Comment on Draft Eligible Services List for Schools and Libraries Universal Service Program*, CC Docket No. 02-6, Public Notice, 26 FCC Rcd 8714, 8718 (WCB 2011); *In the Matter of Schools and Libraries Universal Service Support Mechanism, A National Broadband Plan for our Future*, CC Docket No. 02-6, Order, 28 FCC Rcd 14583, 14588, para. 13 & n.37 (WCB 2013).

[20] *See, e.g.*, Infinity Communications and Consulting Comments at 2 (requesting that advanced cybersecurity solutions be added to the eligible services list); Fortinet Comments at 3-4 (requesting the addition of network security solutions to the eligible services list); FFL Reply Comments at 2 (requesting eligibility for basic firewalls to be expanded to include all current firewall and related features without requiring cost-allocations); CGCS Reply

(continued....)

budget, or Category Two service rules,[22] or modify the category of service under which a specific service is eligible.[23] Due to the complexity of these issues and the limited scope of this proceeding, we do not address these requests in this Order.[24]

9. Although we are not adding new services to the funding year 2022 eligible services list today, we recognize how instrumental Wi-Fi hotspots on buses and bookmobiles have been in allowing students, school staff, and library patrons to engage in remote learning during the ongoing COVID-19 pandemic.[25] We note that the Emergency Connectivity Fund made Wi-Fi hotspots and service on school

(Continued from previous page)
Comments at 2-3 (requesting all firewalls and cybersecurity services to be eligible); CoSN Comments at 2-4 (requesting eligibility for basic firewalls to be expanded to all firewalls and related features and Wi-Fi on school buses for FY 2022 and other cybersecurity services in the future); SHLB Comments at 1-3 (requesting that Wi-Fi on school buses and cybersecurity services be eligible for E-Rate support); Microsoft Reply Comments at 2-3 (supporting inclusion of Wi-Fi on school buses and cybersecurity services in the FY 2022 eligible services list); Urban Education Network of Iowa Comments (requesting firewalls and Wi-Fi on school buses to be eligible for E-Rate support); Rural School Advocates of Iowa (same); E-rate Provider Services Comments at 2-3 (same); WIDPI Reply Comments at 1-2 (same); ITI Reply Comments at 2-4 (same); Cradlepoint Reply Comments at 2 (requesting Wi-Fi on school buses and related equipment to be eligible for support).

[21] *See, e.g.*, E-rate Provider Services Reply Comments at 3 (requesting that Category Two subcategories on the FCC Form 470 be eliminated and replaced with "Category-2 Recurring" and "Category 2 - Non-Recurring"); ApplianSys Comments at 2 (requesting that applicants must include a description of caching service on the FCC Form 470). ApplianSys also requests language be added to FY 2022 ESL reminding applicants requesting servers that they must indicate that the equipment is necessary for caching on their FCC Form 471. *Id.* at 1. We decline to add additional language as the FY 2022 eligible services list already provides that servers used for caching are eligible. *See* Appendix B at 8.

[22] *See, e.g.*, Kajeet Comments at 2 (requesting that all bookmobiles and mobile education facilities (i.e., school buses) be determined as eligible for E-Rate support); CoSN Comments at 3 (requesting that the Category 2 budgets be increased to cover the costs of adding advanced security services); E-Rate Expertise Comments at 1-2 (requesting that all multi-year internal connections and BMIC licenses be treated the same and be allowed to be reimbursed upfront); Claire O'Flaherty Comments (same); E-rate Provider Services Reply Comments at 3 (supporting that yearly licenses be allowed to be reimbursed upfront).

[23] *See, e.g.*, NCTA Comments at 3, 5 (requesting that firewall protection and Wi-Fi services be treated as a Category One function). We note that we previously declined to make Wi-Fi a Category One service in the *First 2014 E-Rate Order*. *See Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870, 8919, para. 126 (2014) (*First 2014 E-Rate Order*) ("We disagree with commenters who argue that managed Wi-Fi should be a category one service. Despite our recognition that virtualization and management may send some amount of information beyond the walls of the school or library building in order to manage the internal networks, we find that services used to distribute bandwidth throughout the school are internal connections services."). We also further note that the FY 2022 eligible services list already provides that network equipment with mixed eligibility is eligible as Category One equipment and decline to provide further clarification as requested. *See* Appendix B at 11-12.

[24] *See, e.g.*, *Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-84, Order, 30 FCC Rcd 9923, 9931, para. 23 (WCB 2015) (declining to address requested changes to the eligible services list due to the complexity of the issues and the scope of the proceeding); *Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, Order, 31 FCC Rcd 9767, 9769, para. 8 (WCB 2016) (same).

[25] *See e.g.*, Tyisha Fernandes, *Metro Atlanta School District Turns Buses into Wi-Fi Hotspots for Kids*, WSB-TV (Apr. 18, 2020), https://www.wsbtv.com/news/local/cobb-county/metro-atlanta-school-district-turns-buses-into-wifi-hotspots-kids/4NP7TQTTFNHMJOO3CUU4F5PB3Q/; Alaa Elassar, *Austin School District Deployed over 100 School Buses Equipped with Wi-Fi for Students without Internet Access*, CNN (Apr. 14, 2020), *https://www.cnn.com/2020/04/14/us/austin-wifi-busses-independent-school*-district-trnd/index.html; Lara Priluck, *Indiana School Districts Wi-Fi Buses Ease Virtual Learning for Students at* Home, Good Morning America (Sept. 4, 2020), https://www.goodmorningamerica.com/living/story/indiana-school-districts-wi-fi-buses-ease-virtual-72626209.

buses eligible for support and has already committed more than $35 million in support for Wi-Fi hotspots and service on school buses for the 2021-22 school year.[26] We plan to leverage our experience funding Wi-Fi hotspots on buses and bookmobiles through the Emergency Connectivity Fund to more fully explore how such equipment and services could be eligible for E-Rate support in the future. We also note specifically in regard to cybersecurity services that Congress enacted the K-12 Cybersecurity Act of 2021 on October 8, 2021.[27] Congress directed the U.S. Department of Homeland Security to conduct a study of K-12 cybersecurity risks that addresses the specific risks that impact K-12 educational institutions; evaluates cybersecurity challenges K-12 educational institutions face; and identifies cybersecurity challenges related to remote learning.[28] We believe that this legislation and the forthcoming report will provide valuable insights into what cybersecurity services will be most impactful for K-12 educational institutions.

III. ORDERING CLAUSES

10. ACCORDINGLY, IT IS ORDERED, that pursuant to the authority contained in sections 1 through 4, 254, 303(r), and 403 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 254, 303(r), and 403, sections 0.91 and 54.502 of the Commission's rules, 47 CFR §§ 0.91 and 54.502, this Order IS ADOPTED.

11. IT IS FURTHER ORDERED, that pursuant to the authority contained in sections 1 through 4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to the authority in section 1.3 of the Commission's rules, 47 CFR § 1.3, that section 54.502(e), 47 CFR § 54.502(d) IS WAIVED, and such waiver SHALL BECOME EFFECTIVE upon release.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief
Wireline Competition Bureau

[26] USAC, Open Data, Emergency Connectivity Fund, *available at* https://opendata.usac.org/Emergency-Connectivity-Fund/Emergency-Connectivity-Fund-FCC-Form-471/i5j4-3rvr/data. Enter "bus" in the "Find in this Dataset" box at the top right corner to filter to the requests related to mobile broadband services and equipment for school buses.

[27] K-12 Cybersecurity Act, 2021, H.R. 17-122, Pub. L. No. 117-47, 117th Cong., (2021) (enacted), *available at* https://www.govinfo.gov/content/pkg/BILLS-117s1917enr/pdf/BILLS-117s1917enr.pdf.

[28] *Id.* at § 3(b)(A)-(D).

APPENDIX A

List of Commenters

Comments and Reply Comments in Response to the *Funding Year 2022 Eligible Services List Public Notice*

WC Docket No. 13-184

Commenters

1. Kajeet, Inc.
2. Infinity Communications & Consulting, Inc.
3. Fortinet
4. ApplianSys
5. Consortium for School Networking (CoSN)
6. The Internet and Television Association (NCTA)
7. The Schools, Health & Libraries Broadband Coalition (SHLB)
8. E-rate Expertise, Inc.
9. Claire O'Flaherty
10. ByteSpeed, LLC
11. Keith Bockwoldt
12. Louis McDonald
13. Chantelle Manahan
14. Coby Culbertson
15. Ryan Cox
16. Urban Education Network of Iowa
17. Rural School Advocates of Iowa

Reply Commenters

1. E-rate Provider Services
2. Funds for Learning, LLC (FFL)
3. Council of the Great City Schools (CGCS)
4. Wisconsin Department of Public Instruction (WIDPI)
5. Microsoft Corporation
6. Information Technology Industry Council (ITI)
7. Cradlepoint

APPENDIX B

Eligible Services List for Funding Year 2022
Schools and Libraries Universal Service Support Mechanism

WC Docket No. 13-184

The Federal Communications Commission's (FCC) rules provide that all services that are eligible to receive discounts under the Schools and Libraries Universal Service Support Mechanism (otherwise known as the E-Rate program or E-Rate) are listed in this Eligible Services List (ESL). 47 CFR § 54.502(a). The E-Rate program is administered by the Universal Service Administrative Company (USAC). 47 CFR § 54.5. Eligible schools and libraries may seek E-Rate support for eligible Category One telecommunications services, telecommunications, and Internet access, and Category Two internal connections, basic maintenance, and managed internal broadband services as identified herein. 47 CFR §§ 54.500 *et seq*.

Additional guidance from USAC about the E-Rate application process and about eligible services, including a glossary of terms, is available at USAC's website at https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/. The documents on USAC's website are not incorporated by reference into the ESL and do not bind the Commission. Thus, they will not be used to determine whether a service or product is eligible. Applicants and service providers may refer to those documents, but they should do so only for informal guidance. This ESL applies to funding requests for Funding Year (FY) 2022.

Category One

The first category of supported services, Category One, includes the services needed to support broadband connectivity to schools and libraries. Eligible Category One services are listed in the entries for data transmission and/or Internet access. This category consists of the services that provide broadband to eligible locations including data links that connect multiple points, services used to connect eligible locations to the Internet, and services that provide basic conduit access to the Internet. With the exception of leased dark fiber and self-provisioned broadband networks, maintenance and technical support appropriate to maintain reliable operation are only eligible for support when provided as a component of these services.

Data Transmission and/or Internet Access

Data transmission and/or Internet access services are eligible in Category One. These services include:

- Asynchronous Transfer Mode (ATM)
- Broadband over Power Lines
- Cable Modem
- Digital Subscriber Line (DSL)
- DS-1 (T-1), DS-3 (T-3), and Fractional T-1 or T-3
- Ethernet
- Integrated Services Digital Network (ISDN)
  - *Note*: Dedicated voice channels on an ISDN circuit are no longer eligible.
- Leased Lit Fiber
- Leased Dark Fiber (including dark fiber indefeasible rights of use (IRUs) for a set term)
- Self-Provisioned Broadband Networks (applicant owned and operated networks)
- Frame Relay
- Multi-Protocol Label Switching (MPLS)
- OC-1, OC-3, OC-12, OC-n
- Satellite

- Switched Multimegabit Data Service
- Telephone dial-up
- Wireless (e.g., microwave)

Notes: (1) Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional ("Network Equipment"), and maintenance and operation charges. Network Equipment and maintenance and operation costs for existing networks are eligible. All equipment and services, including maintenance and operation, must be competitively bid.

(2) Applicants that seek bids for leased dark fiber must also seek bids for leased lit fiber service and fully consider all responsive bids. Similarly, applicants that seek bids for self-provisioned broadband networks must also seek bids for the needed connectivity via services provided over third-party networks, and fully consider all responsive bids.

(3) Applicants may seek special construction funding for the upfront, non-recurring costs for the deployment of new or upgraded facilities. The eligible components of special construction are construction of network facilities, design and engineering, and project management.

(4) Staff salaries and labor costs for personnel of the applicant or underlying beneficiary are not E-Rate eligible.

Category Two

The second category of equipment and services eligible for E-Rate support, Category Two, includes the internal connections needed for broadband connectivity within schools and libraries. Support is limited to the internal connections necessary to bring broadband into, and provide it throughout, schools and libraries. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus (as defined below in the section titled "Eligibility Explanations for Certain Category One and Category Two Services") or library branch, and basic maintenance of these connections, as well as services that manage and operate owned or leased broadband internal connections (e.g., managed internal broadband services or managed Wi-Fi). Category Two support is subject to district- or library system-wide budgets as set forth in 47 CFR § 54.502. The eligible components and services in Category Two are.

Eligible Broadband Internal Connections

- Antennas, connectors, and related components used for internal broadband connections
- Cabling
- Caching
- Firewall services and firewall components separate from basic firewall protection provided as a standard component of a vendor's Internet access service
- Racks
- Routers
- Switches
- Uninterruptible Power Supply (UPS)/Battery Backup
- Access points used in a local area network (LAN) or wireless local area network (WLAN) environment (such as wireless access points)
- Wireless controller systems
- Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries (applicants should request software in the same category as the associated service being obtained or installed)

Notes: (1) Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

(2) A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

(3) Caching is defined as a method that stores recently accessed information. Caching stores information locally so that the information is accessible more quickly than if transmitted across a network from a distance. A caching service or equipment that provides caching, including servers necessary for the provision of caching, is eligible for funding.

(4) Applicants may request both equipment and the software necessary to use the equipment on the FCC Form 470, or request just the equipment on the FCC Form 470, and still receive support for both the equipment and the software necessary to use the equipment (e.g., right-to-use software or client access licenses) by requesting the equipment and software either together or separately on the FCC Form 471. However, software upgrades and patches, including bug fixes and security patches, are considered basic maintenance of internal connections, and as such, applicants should seek bids for basic maintenance of internal connections if they intend to request funding for these services.

Eligible Managed Internal Broadband Services

- Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services (e.g., managed Wi-Fi).
- E-Rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. Eligible expenses include the management and operation of the LAN/WLAN, including installation, activation, and initial configuration of eligible components and on-site training on the use of eligible equipment.
- In some eligible managed internal broadband services models, the third-party manager owns and installs the equipment and school and library applicants lease the equipment as part of the managed services contract. In other cases, the school or library may own the equipment, but have a third party manage the equipment for it.

Basic Maintenance of Eligible Broadband Internal Connections

E-Rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone-based technical support
- Software upgrades and patches including bug fixes and security patches

Eligibility Limitations for Category Two Services

Eligibility limitations for managed internal broadband services – The equipment eligible for support as part of a managed internal broadband service may include only equipment listed above as broadband internal connections. Upfront charges that are part of a managed service contract are eligible for E-Rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching), which, if included in the contract, must be cost allocated out of any funding request.
Eligibility limitations for basic maintenance – Basic maintenance is eligible for support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections. The agreement or contract must specifically identify the eligible internal connections covered, including product name, model number, and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract. Support for bug fixes, security patches, and technical support is not subject to this limitation. Basic maintenance does not include: • Services that maintain ineligible equipment • Upfront estimates that cover the full cost of every piece of eligible equipment • Services that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information • Network management services, including 24-hour network monitoring • On-site technical support (i.e., contractor duty station at the applicant site), unless applicants present sufficient evidence of cost-effectiveness • Unbundled warranties

Eligibility Explanations for Certain Category One and Category Two Services

Note: National Security Supply Chain Restrictions: Equipment or services produced or provided by a company that the FCC has designated as a national security threat to the integrity of communications networks or the communications supply chain are not eligible for E-Rate support. 47 CFR § 54.9(a). In addition, participants are prohibited from using E-Rate support to purchase, rent, lease, or otherwise obtain any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased, rented, leased, or otherwise obtained. 47 CFR § 54.10. A list of covered communications equipment and services can be found on the FCC's website at https://www.fcc.gov/supplychain/coveredlist and will be updated to reflect any future determinations.

Internet access/ISP service – Eligible Internet access services may include features such as basic firewall protection, domain name service, and dynamic host configuration when these features are provided as a standard component of a vendor's Internet access service. Firewall protection that is provided by a vendor other than the Internet access service provider or priced out separately will be considered a Category Two internal connections component. Examples of items that are ineligible components of Internet access services include applications, content, e-mail, and end-user devices and equipment such as computers, laptops, and tablets.

Wireless services and wireless Internet access – As clarified in the *2014 Second E-Rate Order* (FCC 14-189), data plans and air cards for mobile devices are eligible only in instances when the school or library seeking support demonstrates that the individual data plans are the most cost-effective option for providing internal broadband access for mobile devices at schools and libraries. Applicants should compare the cost of data plans or air cards for mobile devices to the total cost of all components necessary to deliver connectivity to the end user device, including the cost of data transmission and/or Internet access to the school or library. Seeking support for data plans or air cards for mobile devices for use in a school or library with an existing broadband connection and WLAN implicates the E-Rate program's prohibition on requests for duplicative services.

Off-campus use even if used for an educational purpose is ineligible for support and must be cost-allocated out of any funding request.

Managed internal broadband services, such as managed Wi-Fi, are eligible only for Category Two support.

Connections between buildings of a single school – The classification of connections between multiple buildings of a single school is determined by whether the buildings are located on the same campus. A "campus" is defined as the geographically contiguous grounds where the instructional buildings of a single eligible school are located. A single school may have multiple campuses if it has instructional buildings located on grounds that are not geographically contiguous. Different schools located on the same grounds do not comprise a single campus. The portion of the grounds occupied by the instructional buildings for each school is a campus for that school.

- Connections between buildings on different campuses of a single school are considered to be Category One data transmission services.
- Connections between different schools with campuses located on the same property (e.g., an elementary school and middle school located on the same property) are considered to be Category One data transmission services, unless they share the same building.

Connections between buildings of a single school on the same campus are considered to be Category Two internal connections.

Network equipment with mixed eligibility – On-premises equipment that connects to a Category Two-eligible LAN is eligible for Category One support if it is necessary to make a Category One broadband service functional. If the price for components that enable the LAN can be isolated from the price of the components that enable the Category One service, those costs should be cost-allocated out of the Category One funding request.

Miscellaneous

As described below, various miscellaneous services associated with Category One or Category Two are eligible for support. Applicants should request eligible miscellaneous services in the same category as the associated service being obtained or installed.

Fees
Fees and charges that are a necessary component of an eligible product or service are eligible, including: • Change fees • Contingency fees are eligible if they are reasonable and a regular business practice of the service provider. Contingency fees will be reimbursed only if the work is performed. • Freight assurance fees • Lease or rental fees on eligible equipment • Per diem and/or travel time costs are eligible only if a contract with a vendor for the eligible product or services specifically provides for these costs. • Shipping charges • Taxes, surcharges, and other similar, reasonable charges incurred in obtaining an eligible product or service are eligible. These types of charges include customer charges for universal service fees, but do not include additional charges for universal service administration.
Installation, Activation, and Initial Configuration
Installation, activation, and initial configuration of eligible components are eligible. These services may include: • Design and engineering costs if these services are provided as an integral component of the installation of the relevant services • Project management costs if these services are provided as an integral component of the installation of the relevant services • On-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and is part of the contract or agreement for the equipment. Training must occur coincidently or within a reasonable time after installation.

SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
AT&T CORP.
FOR
JACKSONVILLE PUBLIC LIBRARY WAN FIBER AND INTERNET CONNECTIVITY

THIS CONTRACT is made and effective as of this 20 day of Dec, 2019 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida ("**City**"), and **AT&T CORP.**, a New York corporation authorized to transact business in the State of Florida, with its principal offices at One AT&T Way, Bedminster, NJ 07921-0752 ("**Contractor**").

WHEREAS, City (as the "**Buyer**") issued a Request for Proposal No. ESC-0217-19 for Jacksonville Public Library Wan Fiber and Internet Connectivity, as amended by Addendum No. One (1) dated September 13, 2018, Addendum No. Two (2) dated September 26, 2018, Addendum No. Three (3) dated October 10, 2018, Addendum No. Four (4) dated October 20, 2018, Addendum No. 5 dated October 24, 2018, and Addendum No. 6 dated October 31, 2018 (the "**RFP**") for certain services described in the RFP (the "**Services**");

WHEREAS, based on the response to the RFP submitted by Contractor dated October 24, 2018 (the "**Response**"), City's Competitive Sealed Proposal Evaluation Committee and Mayor approved the City's award of this Contract on March 7, 2019;

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

1. **Recitals**. The recitals set forth above are true and correct and are incorporated in this Contract by reference.

2. **Performance of Services**. Contractor shall provide the Services to include 1Gig Internet Access with managed router ("**Internet Connectivity Services**") and 100MB Leased Lit Fiber ("**Leased Lit Fiber Services**") as specified in the RFP and the Response.

3. **Compensation**. City will pay Contractor for the Services in accordance with the pricing set forth in the AT&T Dedicated Internet Pricing Schedule attached to this Contract as Exhibit A (the "Pricing Schedule") and in accordance with the pricing set forth in the AT&T Switched Ethernet Service (with Network on Demand) Pricing Schedule attached to this Contract as Exhibit B (the "Switched Ethernet Pricing Schedule"), as applicable. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, (a) the information and pricing submitted with the Response will not be subject to change for the initial three year period but may decrease pursuant to AT&T's response during the optional two additional two year terms; and (b) Contractor shall not have the right to pass along any additional cost incurred by Contractor in providing the Services other than additional charges, surcharges, and fees imposed on Contractor by state or federal regulations or laws enacted after the Effective Date.

4. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount

not-to-exceed **THREE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED SIXTY-SEVEN AND 20/100 DOLLARS ($325,267.20).**

5. **Appropriation**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. In the event sufficient funds are not available, City may terminate this Contract, and all related agreements referenced herein, immediately and without penalty or expense; provided however that City agrees to pay for all Services performed by Contractor prior to Contractor's receipt of notice of termination for non-appropriation. All statements of Contractor in the Response, or referenced in the Response, and in any agreement or other document provided to the City by Contractor relating to appropriation of funds, including, but not limited to Section 5 of the E-Rate Rider (as defined below) are hereby stricken and of no force or effect.

6. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of three years thereafter, unless sooner terminated by either party in accordance with the terms of this Contract. City shall have the option, in its sole discretion, to renew this Contract for two additional terms of up to two years each. This provision shall replace the Pricing Schedule Term Extension Option contained in Section 2 of the Pricing Schedule in its entirety.

7. **Confidential Information**. Any and all confidentiality obligations of the City under this Contract shall be subject to the provisions of Article 1, Section 24, Florida Constitution, and Section 119.011, Florida Statutes.

8. **Sovereign Immunity**. Nothing in this Contract or in any other agreement or document executed in connection herewith shall be construed as a waiver or limitation of City's rights accorded by the Florida Constitution as codified in Section 768.28, Florida Statutes.

9. **E-Rate Funding**. The Leased Lit Fiber Services shall be subject to the terms and conditions of the E-Rate Rider attached to this Contract as Attachment 1 of Exhibit A (the "**E-Rate Rider**"). Notwithstanding anything to the contrary contained in the Response or in any agreement or contract entered into between City and Contractor in connection with this Contract, Contractor shall commence providing the Services promptly following the date this Contract has been fully executed by City and Contractor even if a funding commitment decision letter has not been received from USAC/SLD (as defined in the E-Rate Rider). Notwithstanding anything to the contrary contained in the Response, the Internet Connectivity Services shall not be subject to the E-Rate Rider or any provisions relating to E-Rate funding.

10. **Credit Terms**. Section 4.6 of the Master Agreement attached to this Contract as Exhibit C (the "**Master Agreement**") is stricken in its entirety. City and Contractor agree that at no time shall Purchased Equipment and Vendor Software be acquired under this Contract.

11. **Termination Charges**. The first sentence of Section 8.4(c) of the Master Agreement shall be deleted in its entirety and replaced with the following sentence: "If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges equal to 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period." Section 5 of the E-Rate Rider shall be deleted in its entirety.

12. **Late Charges**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, no services charges,

interest or late fees shall apply to payments made by City to Contractor under this Contract unless required by law, including, but not limited to, interest payments that may be required by Section 218.74(4) of Florida Statutes.

13. **Acceptance**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, acceptance of the Services shall be subject to the terms and conditions of Section 3.17 of the RFP.

14. **Indemnification and Insurance**. For the avoidance of doubt, Contractor acknowledges and agrees that the Indemnification and Insurance provisions contained in the RFP as Attachments F and G shall take priority over any other provisions in this Contract or any other agreement or document entered into by City and Contractor in connection with the provision of the Services; provided, however, that City accepts the changes to Attachments F and G marked by Contractor in the Response. Notwithstanding anything to the contrary contained in this Contract, or in any Exhibit or Attachment hereto, the City's indemnification obligations shall be subject to the terms of Section 768.28, Florida Statutes, which terms shall not be limited, expanded or altered.

15. **Limitation of Liability**. Section 6.1 of the Master Agreement is deleted in its entirety.

16. **Choice of Law/Venue**. Notwithstanding anything to the contrary contained in the Response or in any agreement or contract entered into between City and Contractor in connection with this Contract, (i) this Contract and all agreements incorporated or referenced this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida; and (ii) venue for litigation arising in connection with this Contract or the Services shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

17. **City Procurement Code Required Provisions**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to this Contract, Contractor acknowledges and agrees to the following provisions which are required to be in this Contract under the City's Ordinance Code:

a. **Retention of Records/Audit**. As required by Section 126.108(a), *City of Jacksonville Ordinance Code*, Contractor and its subcontractors shall maintain all business records directly pertinent to the performance of the Services ("Records") and shall make such Records available for examination by City with ten (10) business days written notice of audit, during the period of this Contract and for three (3) years from the date of final payment under this Contract during Contractor's regular business hours.

b. **Compliance with Laws**. As required by Section 126.108(b), *City of Jacksonville Ordinance Code*, Contractor and City must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time applicable to Contractor or the City. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase contemplated in this Contract. If any of the obligations of this Contract are to be performed by a subcontractor, Contractor must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

c. **Nondiscrimination**. As required by Section 126.404, *City of Jacksonville Ordinance Code*, Contractor represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or nonharassment against any person with regard

to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Section 10 shall be incorporated into and become a part of the subcontract.

18. **Incorporation of Documents**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, this Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in the case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- The Master Agreement attached to this Contract as Attachment 2
- The E-Rate Rider attached to this Contract as Attachment 1
- The Response, provided that any terms in the Response that are prohibited under, or inconsistent with, the RFP shall not be included in this Contract
- Any amendments to the RFP
- The RFP as originally issued
- Any Purchase Order issued under this Contract
- The Service Level Agreement attached to this Contract as Attachment 3

Contractor acknowledges and agrees that City rejects all exceptions and objections to provisions of the RFP taken by Contractor in its Response and all additional provisions included in the Response to the extent such exceptions, objections and additional provisions are inconsistent with the RFP. For the sake of clarity, this Contract includes specific provisions addressing some of these exceptions, objections and additional provisions. Such specific provisions should not be construed to mean that City has accepted any objections, exceptions and additional provisions in the Response not specifically addressed in this Contract.

19. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Information Technology Division
214 North Hogan Street
Jacksonville, Florida 32202
Attention: Tom Ossi, Technology Contract and Records Manager

As to the Contractor:

AT&T Corp.
10375 Centurion Pkwy N 3D-17
Jacksonville, FL 32256-0543
Attn: W. Wadley

With a required copy to:

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921-0752
Attention: Master Agreement Support Team

20. **Contract Managers**. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is **Michael Rooney** (Telephone 904-255-8428; Email: MRooney@coj.net, and the Contractor's Contract Manager is Chris Wadley; Telephone 904-407-2751; Email: cw3669@att.com. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

21. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Neither party may unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

22. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

23. **Counterparts**. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that electronic transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Contract.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

Michael J. Hickey

Michael J. Hickey
Senior Paralegal 12/10/19

AT&T CORP.

By: Debra Ann Szalso
Print Name: Debra Ann Szalso
Title: Sr. Solutions Architect
12/10/2019

This Contract signed by Contractor first, is effective upon City signature provided that such fully signed Contract is returned to Contractor not more than sixty (60) days after Contractor's signature date. Any change made to this document renders the Contract null and void, except for changes expressly authorized by the terms of this Contract.

ATTEST:

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

CITY OF JACKSONVILLE

By:
Lenny Curry
Mayor

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

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.

Director of Finance
City Contract Number: 7669-10

Form Approved:

Office of General Counsel

GC-#1281643-v9A-Services_Contract_with_AT&T_for_WiFi_for_Public_Libraries.docx

Exhibit A

AT&T Dedicated Internet Pricing Schedule

20191125-6621

155910UA Contract Id: 7498059

AT&T MA Reference No.
AT&T PS Contract ID MIS14061680

AT&T

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Customer	AT&T
City of Jacksonville Street Address: 117 W DUVAL ST FL MESS City: JACKSONVILLE State/Province: FL Zip Code: 322023737 Country: US	AT&T Corp.
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Michael Rooney Title: Network Manager Street Address: 214 North Hogan Street City: JACKSONVILLE State/Province: IL Zip Code: 32202 Country: United States Telephone: 904-255-8428 Email: mrooney@coj.net	Name: W. Wadley Street Address: 10375 CENTURION PKWY N 3D-17 City: JACKSONVILLE State/Province: FL Zip Code: 32256-0543 Country: United States Telephone: 904-407-2751 Email: cw3669@us.att.com Sales/Branch Manager: JEFFREY PARSONS SCVP Name: ERIK LINDBORG Sales Strata: Retail Sales Region: SE **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name1: Company Name Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void, except for changes expressly authorized by the terms of this Pricing Schedule.

Customer CITY OF JACKSONVILLE (by its authorized representative)		AT&T (by its authorized representative)
By:		By: Debra Ann Szabo
Name: Lenny Curry	Brian Hughes Chief Administrative Officer For Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	Name: Debra Ann Szabo
Title: Mayor		Title: Sr. Solutions Architect
Date: 12-20-19		Date: 12/10/2019

ap148e

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

FORM APPROVED

By: _____
Office of General Counsel

AT&T and Customer Confidential Information
Page 1
[illegible]

ATTEST:

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

SR 1-AQ0EKK5 – LN1216 – 06.03.2019 – RLR 9[illegible]
MIS eRATE FMR Rate Plan 04/2017
ROME ID 1-ANSATBO

PS ADI 2014 04/04/2018
Jp6186 100319

AT&T DEDICATED INTERNET
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	**36 Months**
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 24 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RESALE OF SERVICES (US Mainland, and HI only)

Customer may resell the Service.

6. RATES (US Mainland, and HI only)

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Section I: AT&T Dedicated Internet Access Bandwidth

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

Table 2: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500
Tiered/Full T-3	$5,000	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A
Ethernet	$1,500#	$1,500**#
10 Gig Ethernet* and up	$1,500#	$1,500

* Service not available with MPLS PNT.
**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.
Pricing also applies to Service locations in Alaska.

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999
Tiered/Full T-3	$1,000
Tiered OC-3, OC-12, OC-48	$10,000
Ethernet	$1,500*
10 Gig Ethernet and up	$1,500
Nx10Gig Ethernet	$3,500

* Pricing also applies to Service locations in Alaska.

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Table 4: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	**Undiscounted ADI MRC**	**Undiscounted ADI w/ Managed Router MRC**	**Undiscounted Incremental Usage Fee**
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following: 65.00%**
0.5 Mbps	$257	$385	$940
1.0 Mbps	$258	$386	$510
1.5 Mbps	$259	$387	$380
2 Mbps	$260	$388	$355
3 Mbps	$261	$389	$340
4 Mbps	$262	$390	$325
5 Mbps	$263	$391	$270
6 Mbps	$264	$392	$250
7 Mbps	$265	$393	$245
8 Mbps	$266	$394	$235
9 Mbps	$267	$395	$230
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
10 Mbps	$268	$396	$198.00
15 Mbps	$359	$487	$162.33
20 Mbps	$449	$577	$144.25
25 Mbps	$542	$670	$134.00
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
30 Mbps	$633	$761	$126.83
35 Mbps	$680	$854	$122.00
40 Mbps	$812	$945	$118.13
45 Mbps	$817	$950	$105.56
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
50 Mbps	$813	$955	$95.50
60 Mbps	$946	$1,100	$91.67
70 Mbps	$1,032	$1,200	$85.71
75 Mbps	$1,118	$1,300	$86.67
80 Mbps	$1,204	$1,420	$88.75
90 Mbps	$1,290	$1,500	$83.33
ADI & ADI w/ Managed Router Discount for the following:			**Incremental Usage Fee Discount for the following:**
100 Mbps	$1,400	$1,555	$77.75
120 Mbps	$1,770	$1,937	$80.71
144 Mbps	$1,790	$1,960	$68.06
150 Mbps	$1,800	$1,965	$65.50
155 Mbps	$1,820	$2,020	$65.16

AT&T DEDICATED INTERNET
PRICING SCHEDULE

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following: 65.00%
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	$2,000	$2,100	$52.50
250 Mbps	$2,150	$2,240	$44.80
300 Mbps	$2,250	$2,620	$43.67
350 Mbps	$2,500	$3,125	$44.64
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	$2,700	$3,380	$42.25
450 Mbps	$3,000	$3,720	$41.33
500 Mbps	$3,500	$4,325	$43.25
550 Mbps	$3,650	$4,425	$40.23
600 Mbps	$4,096	$4,840	$40.33
622 Mbps	$4,117	$5,000	$40.19
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	$4,199	$5,240	$37.43
800 Mbps	$4,301	$5,440	$34.00
900 Mbps	$4,403	$5,540	$30.78
1000 Mbps	$4,505	$5,620	$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 5: Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet*

ADI & ADI w/Managed Router Discount: 89.50% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
.5 Gbps	$5,658	$7,000	$70.00
1.0 Gbps	$6,400	$9,950	$49.75
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
1.5 Gbps	$8,727	$10,909	$36.36
2.0 Gbps	$9,091	$12,276	$30.69
2.5 Gbps	$11,244	$15,215	$30.43
ADI Discount for the following:			Incremental Usage Fee Discount for the

AT&T DEDICATED INTERNET
PRICING SCHEDULE

ADI & ADI w/Managed Router Discount: 89.50% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
			following:
3.0 Gbps	$13,309	$17,981	$29.97
3.5 Gbps	$14,400	$19,462	$27.80
4.0 Gbps	$16,015	$21,591	$26.99
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
4.5 Gbps	$16,771	$22,720	$25.24
5.0 Gbps	$18,196	$24,553	$24.55
5.5 Gbps	$19,636	$26,502	$24.09
6.0 Gbps	$21,309	$28,768	$23.97
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
6.5 Gbps	$22,589	$30,499	$23.46
7.0 Gbps	$24,218	$32,727	$23.38
7.5 Gbps	$25,760	$34,793	$23.20
8.0 Gbps	$26,953	$36,387	$22.74
ADI Discount for the following:			Incremental Usage Fee Discount for the following:
8.5 Gbps	$28,233	$38,115	$22.42
9.0 Gbps	$28,931	$39,069	$21.71
9.5 Gbps	$29,527	$39,855	$20.98
10.0 Gbps	$30,909	$41,716	$20.86

* Service not available with MPLS PNT.
*Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 100.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
56 Kbps**	$225
128 Kbps**	$225
256 Kbps**	$225
384 Kbps**	$225
512 Kbps**	$225
768 Kbps	$225
1024 Kbps**†	$225
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225
10 Mbps	$825
15 Mbps	$1,075
20 Mbps	$1,325
25 Mbps	$1,575
30 Mbps	$1,825
35 Mbps	$2,100
40 Mbps	$2,350
45 Mbps	$2,750
155 Mbps	$2,750

* Charges waived for Sites with AT&T BVoIP Service.
**no real-time class available.
(†) Speed not available with MPLS PNT.
Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
Up to 1.5 Mbps	$225
2.0 Mbps	$285
2.01 - 3.0 Mbps	$360
3.01 - 4.0 Mbps	$435
4.01 - 5.0 Mbps	$510
5.01 - 6.0 Mbps	$575
6.01 - 7.0 Mbps	$640
7.01 - 8.0 Mbps	$705
8.01 - 9.0 Mbps	$765
9.01 to 10.0 Mbps	$825
10.01 to 15.0 Mbps	$1,075
15.01 - 20.0 Mbps	$1,325
20.01 - 25.0 Mbps	$1,575
25.01 - 30.0 Mbps	$1,825
30.01 - 35.0 Mbps	$2,100
35.01 - 40.0 Mbps	$2,350
40.01 – 45 Mbps	$2,750
45.01 – 155 Mbps	$5,000
200 - 250 Mbps	$5,400
300 - 350 Mbps	$5,800
400 - 600 Mbps	$6,200
622 Mbps	$7,000
700 – 1000 Mbps	$7,800
1.5 Gbps**	$7,900
2.0 Gbps**	$8,000

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
2.5 Gbps**	$8,100
3.0 Gbps**	$8,200
3.5 Gbps**	$8,300
4.0 Gbps**	$8,400
4.5 Gbps**	$8,500
5.0 Gbps**	$8,600
5.5 Gbps**	$8,700
6.0 Gbps**	$8,800
6.5 Gbps**	$8,900
7.0 Gbps**	$9,000
7.5 Gbps**	$9,100
8.0 Gbps**	$9,200
8.5 Gbps**	$9,300
9.0 Gbps**	$9,400
9.5 Gbps**	$9,500
10.0 Gbps and up**	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
** Speed not available with MPLS PNT.
# Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
T3 (up to 45 Mbps)	$2,750
OC3 (up to 155 Mbps)	$5,000
OC12 (up to 622 Mbps)	$7,000
Ethernet (up to 1000 Mbps)	$7,800
OC48 (up to 2500 Mbps)	$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
**Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee*#	$1,000

*Charges waived for Sites with AT&T BVoIP Service.
Pricing also applies to Service locations in Alaska.

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Table 10: Local Access

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
904353	214 N HOGAN ST, JACKSONVILLE, FL, US, 32202-4240	MIS Ethernet Access 1000 Mbps	$0.00	$613.20

Section II: AT&T Business In a Box℠

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	$50
Base Unit 12 Port	$50
Base Unit 24 Port	$70
Base Unit High Bandwidth	$70
8 Port Analog Module Add-On	$35
24 Port Analog Module Add-On	$70

* Pricing also applies to Service locations in Alaska.

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	$75
Base Unit 12 Port	$75
Base Unit 24 Port	$95
Base Unit High Bandwidth	$95
8 Port Analog Module Add-On	$40
24 Port Analog Module Add-On	$80

* Pricing also applies to Service locations in Alaska.

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	$260
Delete Service	$500

* Pricing also applies to Service locations in Alaska.

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.0%

Class of Service Monthly Charges	$225*

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	$500*

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

Attachment 1

E-Rate Rider

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ATTACHMENT TO AT&T DEDICATED INTERNET (Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and City of Jacksonville ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit premises support structure ("CPSS" or "Facilities") installed by AT&T in order to bring Service to Customer's demarcation point.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Bulk Upload Template(s); (ii) Form 486, (iii) Form 500, (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

4. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon

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the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

6. Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

(i) Scope; ***Customer desires that Services commence on or about July 1 unless a different date is inserted here 07-01-2019.*** Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding. The Services term begins on the latter of July 1 or installation or delivery of those services, and will continue for the term stated in the Agreement

(ii) Funding Denial Agreement Termination; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i) Scope; Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii) Funding Denial Agreement Termination; if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

(iii) IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

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This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

7. **AT&T Owned Equipment - General Terms and Conditions**

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation associated with the delivery of the underlying Service. The equipment is owned by AT&T. Ownership of the equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment. The Equipment shall not be used by the Customer for any purpose other than the receipt of eligible telecommunications or Internet access service of which it is a part.

Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, , operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment , except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of, the Service.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

8. **Terms of Equipment Usage – E-Rate Category 1 Funding**

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. PATH - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. SPACE - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any

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Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specifc customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. **Customer Premises Support Structure ("CPSS") – General Terms and Conditions.**

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit premises support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilites. All Facilities brought onto the Premises by AT&T, once installed and functional, will be deemed the property of Customer.
- Confirms that once the facilities are installed, the Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities;
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of $9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

Terms Applicable to CALNET customers with the following services:

If purchasing this Service under a Calnet contract, the following terms shall apply:

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of $9200 for each site at which AT&T installs Customer Premises Support Structure facilities (CPSS).
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

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10. **USAC Invoicing Method**

AT&T will follow Service Provider invoicing requirements for the E-Rate Program, and will accommodate either the Service Provider Invoice Form ("SPI") - Form 474 – or Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered.

a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer shall NO LATER THAN 120 days prior to their Last Date to Invoice notify AT&T of its SPI election, provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer understands and agrees that invoices are due and payable in full by their stated due date unless and until these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: http://usac.org/sl/applicants/step06/default.aspx. .

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC/SLD.

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED . **07-01-2019**

SO AGREED by the Parties' respective authorized signatories

Customer: City of Jacksonville (by its authorized representative)	AT&T (by its authorized representative)
By: Brian Hughes, Chief Administrative Officer, For: Mayor Lenny Curry, Under Authority of: Executive Order No: 2019-02	By: Debra Ann Szabo
Name: Lenny Curry, Mayor	Name: Debra Ann Szabo

ATTEST: James R. McCain, Corporation Secretary, City of Jacksonville

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

FORM APPROVED
By:

C1 Rider REV112117

AT&T

E-Rate Rider

Title: Mayor	Title: Sr. Solutions Architect
Date:	Date: 12/10/2019 ap148e

Exhibit B

AT&T Switched Ethernet Service (with Network on Demand)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T

AT&T MA Reference No. 155910UA
AT&T Contract ID No. SDNAMLKF0A

AT&T SWITCHED ETHERNET SERVICE℠ (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	**AT&T**
City of Jacksonville Street Address: 214 N Hogan St City: Jacksonville State/Province: FL Zip Code: 32202 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Michael Rooney Title: Network & Telecom Infrastructure Manager Street Address: 214 N Hogan St 9th Floor City: Jacksonville State/Province: FL Zip Code: 32002 Country: USA Telephone: 9042558428 Email: mrooney@coj.net	Name: Chris Wadley Street Address: 10375 Centurion Parkway N 4th Floor City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 9044072751 Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: Southeast **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand functionality in the AT&T Business Center online portal. AT&T Network on Demand is described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf, which is subject to change by AT&T from time to time. Customer's use of AT&T Network on Demand is subject to the Network on Demand Guide and Customer's acceptance of any terms and conditions associated with the Business Center online portal, and such terms take precedence over inconsistent terms in this Agreement.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative) CITY OF JACKSONVILLE	**AT&T** (by its authorized representative)
By: Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	By: Debra Ann Szabo
Printed or Typed Name: Lenny Curry	Printed or Typed Name: Debra Ann Szabo
Title: Mayor	Title: Sr. Solutions Architect
Date: 12-20-19	Date: 12/10/2019 VD180P

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

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

For AT&T internal use only:	Customer Ordering and Billing Number (CNUM):

ATTEST:

By: _____
Office of General Counsel

Corporation Secretary
City of Jacksonville

UA Required ROME ID #: 1-AVOTBW0 / RLR: 977007v3 MP618D 06 27.2019	AT&T and Customer Confidential Information	[ASE_NoD_custom] PS V06.21.19 AT&T Solution No. _____

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1 AT&T Switched Ethernet ℠ Service

Service	Service Publication (incorporated by reference)	Service Publication location	Service Provider	Geographic Location
AT&T Switched Ethernet ℠ Service	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html	21 State AT&T ILECs*	21 State AT&T ILEC Footprint
AT&T Switched Ethernet℠ Service Third Party (3PA)	AT&T Switched Ethernet ℠ Service Third Party (3PA) Service Guide	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA	AT&T Corp**	Outside 21 State ILEC Footprint where available

*AT&T Alabama, AT&T Arkansas, AT&T California, AT&T Florida, AT&T Georgia, AT&T Illinois, AT&T Indiana, AT&T Kansas, AT&T Kentucky, AT&T Louisiana, AT&T Michigan, AT&T Mississippi, AT&T Missouri, AT&T Nevada, AT&T North Carolina, AT&T Ohio, AT&T Oklahoma, AT&T South Carolina, AT&T Tennessee, AT&T Texas and AT&T Wisconsin

Include "BellSouth Telecommunications LLC d/b/a AT&T Southeast" to the list above ONLY WHEN CUSTOMER IS FEDERAL GOVERNMENT IN ANY OF THE FOLLOWING STATES: AL, FL, GA, KY, LA, MS, NC, SC, TN

**Intrastate service in New York and Virginia is provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.

1.2 Inside Wiring

Service	AT&T Inside Wiring

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Guide	http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf
* AT&T Inside Wiring is not available for Sites outside of AT&T's 21 state ILEC footprint.		

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21 state ILEC footprint.		

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	36 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

4.2 Moves

Per applicable Service Publication

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE – 21 State AT&T ILEC Footprint

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	$167.00
1 Gbps	$167.00

Bandwidth MRC					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	$70.59	$83.09	$95.59	$108.10	$120.60
4 Mbps	$78.50	$91.42	$104.34	$117.26	$130.18
5 Mbps	$90.38	$103.93	$117.48	$131.02	$144.57
8 Mbps	$110.18	$124.77	$139.36	$153.95	$168.54
10 Mbps	$118.50	$133.53	$148.56	$163.58	$178.61
20 Mbps	$126.23	$141.66	$157.09	$172.53	$187.96
50 Mbps	$141.66	$157.90	$174.15	$190.39	$206.64
100 Mbps	$195.67	$214.76	$233.85	$252.94	$272.02
150 Mbps	$236.75	$258.00	$279.25	$300.50	$321.75
250 Mbps	$286.15	$310.00	$333.85	$357.70	$381.55
400 Mbps	$334.56	$360.96	$387.36	$413.76	$440.15
500 Mbps	$373.15	$401.58	$430.01	$458.44	$486.87
600 Mbps	$411.73	$442.19	$472.65	$503.11	$533.57
1000 Mbps	$445.75	$478.00	$510.25	$542.50	$574.75

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Feature MRC

Feature	MRC
Enhanced Multicast	$0.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
City of Jacksonville

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / OEM1G	21	$167.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	20	$214.76
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	1	$478.00

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State AL - MN	State MO - WA	State WV - WY	Jurisdiction	Geographic Location
1	10599 Deerwood Park Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
2	12125 San Jose Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
3	13295 Beach Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
4	1390 Harrison St	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
5	1425 S Chaffee Road	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
6	1513 Lasalle Street	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
7	1755 W Edgewood Ave	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
8	1826 Dunn Ave	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
9	214 Hogan Street, Flr 4	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
10	2304 N Myrtle Ave	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State AL - MN	State MO - WA	State WV - WY	Jurisdiction	Geographic Location
11	2809 Commonwealth Av	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
12	2875 Park St	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
13	3330 Kori Rd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
14	3435 N University Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
15	3725 N Pearl St	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
16	600 3rd Street	Neptune Beach	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
17	6887 103rd St	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
18	7973 S Old Middleburg Road	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
19	8375 Maxville Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
20	918 S Edgewood Ave	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
21	9900 Regency Square Blvd	Jacksonville	FL	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21 State ILEC Footprint.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
2	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
3	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
4	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
5	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
6	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
7	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
8	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
9	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
10	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
11	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
12	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
13	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
14	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
15	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No

Exhibit C

Master Agreement

AT&T MA Reference No.155910UA

AT&T

MASTER AGREEMENT

Customer	AT&T
Customer Legal Name City of Jacksonville Street Address: 214 N Hogan St 9th Floor City: Jacksonville State/Province: Florida Zip Code: 32202 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Michael Rooney Title: Network & Telecom Infrastructure Manager Street Address: 214 N Hogan St 9th Floor City: Jacksonville State/Province: Florida Zip Code: 32202 Country: USA Telephone: 904-255-8428 Fax: Email: mrooney@coj.net	Street Address: 10375 Centurion Parkway N 4D-2B City: Jacksonville State/Province: Florida Zip Code: 32256 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer CITY OF JACKSONVILLE (by its authorized representative)	AT&T (by its authorized representative)
By:	By: Debra Ann Scabo
Name: Lenny Curry Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	Name: Debra Ann Scabo
Title: Mayor	Title: Sr. Solutions Architect
Date: 12-20-19	Date: 12/10/2019

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

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

By:
Office of General Counsel

ATTEST:

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. **LIMITATIONS OF LIABILITY AND DISCLAIMERS**

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

(a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect 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 Customer first learns of the revision to the Service Publication. "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.

(c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*,

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

SUBJECT: Jacksonville Public Library WAN Fiber and Internet Connectivity

BID #: ESC-0217-19 **OPEN DATE: 10/31/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) two (2) year renewal options

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 7 **NUMBERS RECEIVED:** 6 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest scoring bidder, AT&T. Period of service is for three (3) years from date of contract execution with two (2) two (2) year renewal options. Total expenditure amount not to exceed $325,267.20.

1	AT&T Business	148.20
2	CenturyLink	130.47
3	Comcast Business	129.73

Funding Source: AFIT531CSCS-04102 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Tabulation and Scoring Sheets and Evaluation Criteria

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 Ø DATE: 3/07/19

Thomas Osei OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/07/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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