15

SINGLE SOURCE AWARD **BID # SS-13276-22**

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to retroact the period of service from October 1, 2022 through date of award.

Recommend approval of single source award to Florida LambdaRail, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be from date of award through September 30, 2025, with two (2) one (1) year renewal options. The requested total annual expenditure is $80,931.00. Total award expenditure not-to-exceed $404,655.00.

Funding Source: 53101.113001.541020.000000.00000000.00000.0000000 – To be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $404,655.00 **Requisition #:** FAIT-500004-23

Attachments: Agency Memo, Single Source Form, Vendor Quote, Previous Award

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

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

Analyst: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 8, 2022

TO: Gregory W. Pease
Chief of Procurement

VIA: Patrick "Joey" Greive
Director of Finance and Administration / CFO

Patrick Greive — Digitally signed by Patrick Greive Date: 2022.08.22 17:00:45 -04'00'

FROM: Kenneth E. Lathrop
Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2022.08.19 09:33:00 -04'00'

SUBJECT: Single Source Request - Florida LambdaRail Internet Services

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The Information Technologies Division (ITD) is requesting approval to enter into a new Agreement with Florida LambdaRail, LLC. (FLR) for the purchase of Internet Services. FLR has constructed a high-bandwidth optical network to link Florida's research institutions and provides a network to support large-scale research, education outreach, public/private partnerships, and information technology infrastructure.

The period of service for this agreement will be three (3) years with two (2) one (1) year renewal options. ITD Management is requesting $80,931.00 ($6,744.25 per month) for the initial first year term beginning October 1, 2022, through September 30, 2023. The total award not to exceed amount of $404,655.00.

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

Tracy Geake — Digitally signed by Tracy Geake Date: 2022.08.08 14:59:56 -04'00'

Funding Source: 53101.113001.541020.000000.00000000.00000

Attachments:
Justification of Single Source (JSS) Form
Quote #FY2023 -1004
FLR Sole Source and Agreement

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

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

1. Requesting Agency:	Information Technologies
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Florida LamdaRail (FLR) provides a cost effective, ultra-high speed, interconnected internet services for the City of Jacksonville and other associated agencies.Also, FLR connects Florida's higher education institutions and partners to collaborate, connect, utilize and develop new and innovative internet services.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	FLR is the single source to provide FLR interent services. The FLR is deployed over 1,540 miles of fiber infrastructure obtained contractually through Level 3 Communications, Inc. The FLR internet access network provides for a dedicated statewide communications facility liking major FLR nodes located in various Florida cities including Jacksonville.
4. Date of Request	8/3/2022

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[ITD has confirmed that Florida LamdaRail is the only provider who can provide internet services through Florida LamdaRail.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

Florida LambdaRail, LLC
1607 Village Square Blvd
Suite 4
Tallahassee, FL 32309
(850) 385-1250
kay.sauers@flrnet.org

Florida's 100 Gigabit Research and Education Network

Quote

ADDRESS
City of Jacksonville
Kale Newsome - Accounts Payable
117 W Duval Street Suite 375
Jacksonville, FL 32202

QUOTE # FY2023-1004
DATE 08/03/2022
EXPIRATION DATE 10/05/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2022	**Affiliate Member Services:Bundled Services:City of Jax** 2 Gig FLRnet Connection (2) for the period 10/01/2022 - 09/30/2023	2	18,000.00	36,000.00
10/01/2022	**Affiliate Member Services:Bundled Services:City of Jax** Commodity Internet Services ($48 per meg per year) for the period 10/01/2022 - 09/30/2023	750	48.00	36,000.00
10/01/2022	**Affiliate Member Services:Bundled Services:City of Jax** Port Fees (Legacy) for the period 10/01/2022 to 09/30/2023	3	2,977.00	8,931.00

TOTAL **$80,931.00**

Accepted By

Accepted Date

FLR
Florida LambdaRail

Florida's 100 Gigabit Research and Education Network

August 3, 2022

City of Jacksonville
Information Technologies Division
Attn: Thomas Ossi

Subject: Sole Source Justification - Florida LambdaRail's Unique Services

Dear Mr. Ossi:

Florida LambdaRail (FLR) provides exclusive connectivity to the following national research & education transport networks: FLRNET (access to all FLR participants in the State of Florida through a direct path) and Internet2 and its educational resources (only FLR, as the official Internet2 Connector of Record within the State Florida, can provide eligible users* with access to Internet2 via the Community Anchor Program).

*Eligible users connected to the City's network are educational institutions (non-profit and for-profit K–20, technical, and trade schools), museums, art galleries, libraries, or hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and content with Internet2 participants. To take advantage of access to the Internet2 network, eligible users must either be an Internet2 member or an Internet2 sponsored participant. FLR shall provide Internet2 sponsorship for eligible users as part of Internet2's Community Anchor Program (CAP) at no additional cost to the City or its eligible users.

Should you have any additional questions related to this justification or any other area where we might help, please don't hesitate to call me at 850-385-0041 or alternatively, Lance Taylor, FLR Chief Operating Officer at 850-583-5501.

Best Regards,

Jon Ellis

Jon Ellis
Chief Executive Officer
Florida LambdaRail, LLC

Florida LambdaRail, LLC
1607 Village Square Blvd, Suite 4, Tallahassee, FL 32309
Phone 850.385.0041 Fax 850.385.0379 www.flrnet.org

THIS CONNECTION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (hereinafter referred to as "Affiliate"), effective as of the last date signed.

RECITALS

A. WHEREAS FLR has constructed a high-bandwidth optical network (hereinafter referred to as the "Network") to link Florida's research institutions and provide a network to support large-scale research, education outreach, public/private partnerships and information technology infrastructure and

B. WHEREAS Affiliate has been a valued participant and desires to continue to connect to the Network and obtain the Network Services (as defined hereinbelow) as an Affiliate participant of FLR, and FLR has agreed to continue to furnish such connection and Network Services to Affiliate as an Affiliate participant, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto set forth their mutual understandings and agreement as follows:

1. Approval of Affiliate. By its execution hereof, FLR acknowledges and agrees that the Board of Directors of FLR has approved Affiliate's connection to the Network.

2. Term of Agreement. Unless sooner terminated as provided hereinbelow, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall be for a period of three (3) years. The terms of this Agreement may be extended for up to two (2) successive extension terms of one (1) year each as long as Affiliate is not in default under this Agreement either at the time of exercise or at the time the extended term commences. Affiliate shall exercise such option by delivering written notification thereof to FLR prior to the expiration of the term, as the same may have been previously extended. During any such extension term either party may give written notice of termination of this Agreement as provided for in paragraph 15 hereinbelow.

3. Connection to Network; Network Services. FLR agrees to continue to provide Affiliate with a connection to the Network and to provide Affiliate with the following service (herein referred to as the "Network Services"):

   a. access to national research networks (e.g., Internet2);
   b. provisioning of virtual private networks (VPNs) to enable remote access and private data communication over the state-wide infrastructure;
   c. peering with other participants in the Network; and
   d. access to commercial Internet services

4. Connection Locations. FLR will provide Affiliate a connection to the network at the FLR Connection Points (as

defined hereinbelow) identified in Exhibit "A", attached hereto and made a part hereof.

5. Network Management. Once the connection is established, Affiliate agrees to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not disrupted. The failure of Affiliate to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not interrupted shall constitute a default on the part of Affiliate under this Agreement.

6. Affiliate Responsibilities. Affiliate shall be responsible for all financial, contractual and physical arrangements related to establishing and maintaining its connections to the Network, including without limitation furnishing its own router and interface hardware and local loops. Affiliate shall also be responsible for complying in every respect with the responsibilities set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "C" and made a part hereof.

7. Charges for Connection to Network and Network Services. The charges described hereinbelow for connection to the Network and the Network Services shall be based upon the FLR price schedule applicable to Affiliate participants as approved by the Board of Directors of FLR from time to time. Affiliate acknowledges and agrees that such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

Affiliate covenants and agrees to pay the following charges and fees for connection to the Network and the Network Services:

a. Recurring Costs. Affiliate shall pay to FLR an annual recurring services fee (hereinafter referred to as the "Services Fee") for FLR services, which are integrated, into a single package as set forth in Exhibit "B". These services include use of the FLR Ethernet-based IP transport facility, access to the commercial Internet, and network connectivity and support functions required to maintain the Affiliate's connection to the FLR infrastructure for each connection location identified in Exhibit "A". This Services Fee is effective the date the Affiliate initiates use of the FLR services and shall be due and payable in advance on a quarterly basis. Advanced annual payments are also acceptable. Additional or decreased services may be requested at any time utilizing the FLR "S-Ticket" as set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "C", and shall be based upon current prices. For any decrease in service, Affiliate must give not less than thirty (30) days prior written notice for a stated time period; and (ii) Affiliate is not in default under this Agreement at the time the requested time period commences.

Affiliate is encouraged to implement inbound and outbound rate limits to protect against inbound overuse and high bit rate outbound denial of service. If excess usage over the CDR is not corrected within 90 days

following written notification thereof, Affiliate shall be charged $4 per megabit for any use in excess of 110% of the bandwidth commitment. Excessive usage over the bandwidth commitment shall be calculated on a 95th percentile confidence interval (CI) based on 5-minute averages (monthly usage divided into 5-minute intervals). The top 5% of these intervals shall be discarded and the next highest interval, inbound or outbound shall be used as the Affiliate's total bandwidth usage for the month. Billing for the excess bandwidth usage shall be included in the quarterly invoice of recurring costs.

8. Status as Affiliate. Affiliate acknowledges and agrees that Affiliate's status as an Affiliate participant of FLR (a) does not create any equity interest in FLR, (b) does not bestow any voting rights upon Affiliate, and (c) does not permit Affiliate to resell FLR Network Services without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion. The Affiliate shall solely be entitled to connect to the Network pursuant to the terms and conditions of this Agreement.

9. Resale of FLR Services. Affiliate shall not resell FLR Network services in any manner not approved of in this Agreement or without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion.

10. Use of Affiliate's Network as Network Aggregator. The parties understand and agree that Affiliate will utilize its connection to the Network as a "Network Aggregator". As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to eligible users approved by FLR (hereinafter referred to as "Third Party Connections") through a connection to its fiber network. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR location(s) shown in Exhibit A. The Third Party Connections shall not be construed or deemed Affiliate participants in FLR. Third Party Connections are not Owners, do not own an equity interest in FLR, have no representation on the FLR Board of Directors, and have no voting rights. Affiliate agrees not to allow any Third Party Connections to its network that will utilize FLR Network Services unless each such Third Party Connection is an eligible participant of the FLR network for purposes of research, education, collaboration on instructional, clinical, and/or research projects, services, or otherwise approved by FLR. Affiliate shall be solely responsible for Third Party Connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

    The Affiliate shall be obligated to collect an annual downstream subscriber fee from each Thirty Party Connection in the amount of One Thousand Two Hundred Dollars ($1,200.00) per year, and remit such fee collected to FLR as set forth in the FLR Third Party Downstream Subscriber Fee attached hereto as "Exhibit D" and made a part hereof. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be based upon the FLR prices applicable to Third Party Connections as approved by the Board of Directors of FLR and shall be invoiced quarterly, in arrears. Such prices will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

11. Use of Affiliate's Network for Last Mile Connectivity to the FLR Network. The parties understand and agree that Affiliate will also utilize its connection to the Network to deliver last mile connectivity to the Network to other affiliate participants of FLR (hereinafter referred to as "Affiliate Connectors"). Affiliate shall be authorized to provide connectivity to the FLR Network to Affiliate Connectors through a connection to its fiber network. Each Affiliate Connector shall be 100 Mbps or greater and delivered via Affiliate's fiber network to the FLR location identified in paragraph 4 hereinabove. Both parties understand and agree that such connectivity shall be in accordance to provisions established under different and separate agreements between Affiliate and applicable Affiliate Connectors. FLR and Affiliate Connectors shall have separate agreement for the provision of the FLR Network Services. In the event this Agreement shall terminate, the Affiliate agrees to continue its service with Affiliate Connectors in accordance to the provisions established under the separate agreement for last mile connectivity between Affiliate and Affiliate Connectors. Affiliate shall be solely responsible for Affiliate Connectors' connection to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

12. General. Capacity on the Network (hereinafter referred to as "Capacity") shall be provided and maintained through FLR in accordance with FLR's then-current technical specifications. In order to protect the technical integrity of the network, FLR has the right to limit the manner by which any portion of the Network is used. FLR reserves the right to reject for any reason any request for Capacity. Capacity is offered subject to the availability of facilities and the submission of accurate information by Affiliate. FLR shall have priority over all other users with respect to use of the Capacity. The Network shall at all times remain the property of FLR. Affiliate shall not take any action or inaction that imposes any encumbrance on the Network or use the Capacity in an unlawful manner or in a way that interferes with FLR's or a third party's use of Capacity or the Network, including any transmission or the content thereof that violates any copyright or export control laws or that are libelous, slanderous or an invasion of privacy. Unless otherwise expressly agreed to in writing by the parties, all connections to the Network for the Capacity shall be made to designated equipment racks at points of presence identified by FLR for the connection locations designated in paragraph 4 herein above and all of the costs of accessing and interconnecting with the FLR connection points shall be borne by the Affiliate. Affiliate understands, acknowledges and agrees that the Capacity is unprotected and is therefore subject to defects, failures and interruptions. Nothing in this Agreement shall prevent FLR from taking such actions as are necessary to repair and maintain the Network upon reasonable notice thereof and without any liability therefor.

THE CAPACITY PROVIDED HEREUNDER IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

13. Force Majeure. Neither party shall be in default if any failure to perform is caused by anything beyond the control of such party, its employees or agents (including without limitation acts of God, acts of public enemies,

strikes, natural disasters or other similar cause wholly beyond the party's control)

14. Liability. FLR shall use commercially reasonable efforts to deliver the Capacity by the requested due date, but FLR's failure to do so shall not be a default under this Agreement and FLR shall not be liable to Affiliate or any third party for any damages related thereto.

NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS A RESULT OF THIS AGREEMENT.

IN ADDITION, ANY THIRD PARTY PROVIDER OF SERVICES OR FACILITIES EMPLOYED BY FLR TO PROVIDE THE CAPACITY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS AN INDIRECT OR DIRECT RESULT IN CONNECTION WITH OR BASED UPON ALLEGED DEFECTS, FAILURES OR INTERRUPTIONS IN OR OTHERWISE RELATING TO THE SERVICES OR FACILITIES OF THE PROVIDER EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PROVIDER.

Subject to the limitation of Section 768.28, Florida Statutes, Affiliate shall be responsible for any costs incurred by FLR, or any damage to or loss of any of FLR's facilities, arising out of the acts or omissions of Affiliate inconsistent with permitted use in accordance with this agreement.

15. Payment. Unless other payment terms are specified in this Agreement, charges hereunder shall be paid 30 days after receipt of the invoice for such charges. In addition to the charges set forth herein and except for income or gross receipts taxes, Affiliate shall pay any fees lawfully imposed by any governmental or quasi-governmental body in connection with the provision of the Capacity, as well as any additional costs that FLR reasonably incurs as an indirect or direct result of this Agreement, not to exceed on an annual basis five percent (5%) of the charges and payments due for the applicable year as specified hereinabove. If Affiliate in good faith disputes any portion of a charge, Affiliate shall provide written notice to FLR of the billing dispute within 30 days thereafter.

16. Assignment. Neither party may assign this Agreement or any of the Capacity without the prior written consent of the other party.

17. Termination of Service. Affiliate shall have the right to terminate this Agreement prior to the expiration of the term hereof in the event it determines it will be unable to make the payments due hereunder by delivering thirty (30) days prior written notice thereof to FLR. FLR may suspend or terminate, in whole or in part, the Capacity or this Agreement without any liability therefor (a) in the event that Affiliate fails to make payment hereunder if such failure is not corrected by Affiliate within 30 days following written notification thereof; (b) for any other material breach by Affiliate if such breach is not corrected by Affiliate within 30 days following written notification thereof; (c) for any use of the Capacity by Affiliate which FLR determines to be harmful to the Network or other users of the

Network or violates any law or regulation; or (d) in the event any law, rule, regulation or judgment of any court or governmental or quasi-governmental agency prevents FLR from providing the Capacity or any portion thereof. Termination or suspension by FLR or early termination by Affiliate shall not relieve Affiliate of liability incurred prior to such termination or suspension.

As provided in subparagraph 7(a) hereinabove, in the event this Agreement is terminated by Affiliate without cause (whether by reason of inability to pay or otherwise) pursuant to this paragraph 15 prior to the full payment of the Installation Fee, the balance of the Installation Fee (as defined in subparagraph 7(a) hereinabove) not paid prior to the termination shall be due and payable on the date of termination.

18. Parties Responsibilities. Each party shall be responsible for its own acts, omissions, and the results thereof, as provided in and subject to the limitations stated herein.

19. Nondisclosure. Unless otherwise required by law, neither FLR nor Affiliate shall disclose to third parties the rates and fees due hereunder, or any information that is identified as confidential by one of the parties hereto (hereinafter referred to as the "Disclosing Party"), without the prior, written consent of the Disclosing Party. For the purposes of this Agreement, the information disclosed hereunder by the Disclosing Party to the other party hereto (hereinafter referred to as the "Receiving Party") will not be treated as confidential if it (a) is or becomes public knowledge without the fault or action of the Receiving Party, (b) is received by the Receiving Party from a third party, (c) is independently developed by the Receiving Party without access to the information hereunder, (d) is or becomes available to the Receiving Party on an unrestricted basis from the Disclosing Party, or (e) is required to be disclosed by law or court order. The obligation of each party receiving confidential information shall extend for the term of this Agreement as stated above.

20. Compliance with Laws and Regulations. In performing their obligations under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

21. Notices. Services provided to and through Affiliate by FLR will require Affiliate's Internet technology staff to interface with FLR. Affiliate and FLR will advise each other from time to time of the members of their Internet technology staff, together with appropriate contact information, in connection with any technical or network administration issue. Contact information for service interruption and technical assistance is provided for in Exhibit "C". Any notices or other communications related to matters other than technical matters, network administration and service interruptions which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by a nationally recognized

courier service (such as Federal Express or UPS) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

To Affiliate	CITY OF JACKSONVILLE, Information Technology Division 214 North Hogan St Jacksonville, FL 32202 Attn: Contracts Manager
With a copy to:	CITY OF JACKSONVILLE, Office of the General Counsel 117 West Duval St, Suite 480 Jacksonville, FL 32202
To FLR:	Florida LambdaRail, LLC 1607 Village Square Blvd., Suite 4 Tallahassee, Florida 32309-2772 Attn: Jon Ellis, Chief Executive Officer
With a copy to:	Dean Mead et al. 7380 Murrell Road, Suite 200 Viera, Florida 32940 Attn: Brian Stephens, Esq.

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made on the date the same is deposited in the United States mail in the manner specified hereinabove. Any notice which is not given, delivered or made by United States mail in the manner specified above shall be deemed to have been duly given, delivered or made upon actual receipt of the some by the party to whom the same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

20. Miscellaneous. As used herein, the term "Effective Date" shall be the date on which the last one of FLR and Affiliate have signed this Agreement and communicated the same to the other party. If this Agreement is not accepted and executed by Affiliate on or before September 30, 2022 this Agreement shall thereupon be null, void, and of no further force or effect.

This Agreement or any provision hereof may be amended or waived only by written agreement signed by both parties. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals and undertakings between the parties regarding the subject matter hereof. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. Except as set forth in Section 10 above with regard to the provider of the facilities employed by FLR to provide the Capacity, no provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights

against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. Should further resolution be necessary such proceedings shall take place in a court of competent jurisdiction in Leon County, Florida. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

(Remainder of page intentionally left blank. Signature page follows immediately.)

In recognition of their agreements hereunder, the parties have executed this Agreement as of the last date signed below.

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

_____ _____

Chief Administrative Officer
for and on behalf of Mayor of Jacksonville
Under Authority of:

Date

Florida LambdaRail, LLC, a Florida Limited Liability Company

_____ _____

Jon Ellis, Chief Executive Officer

Date

Approved as to form and legality, By R Mason Blake, Esq., General Counsel for FLR

EXHIBIT A

CONNECTION LOCATION

FLR AFFILIATE CONNECTION AGREEMENT

CITY OF JACKSONVILLE,

**********2x2G FLRNet NETWORK CONNECTION - 750M- R&E/INTERNET SERVICES **********

Affiliate Connection Location	FLR Connection Points
CITY OF JACKSONVILLE, 214 North Hogan St Jacksonville, FL 32202	Lumen 4814 Philips Highway Jacksonville FL 32207 Digital Realty 56 Marietta St NW Atlanta GA 30303

EXHIBIT B

FLR Pricing Summary for CITY OF JACKSONVILLE,

Annual Recurring Costs	Price	QTY	Subtotal
2 Gig FLRnet connection (2)	$18,000.00	2	$36,000.00
Commodity Internet Service ($48 per meg per year)	$48.00	750	$36,000.00
Port Fees (Legacy)	$2,977.00	3	$8,931.00
		Annual Recurring Total	**$80,931.00**

***Notes:**

1. The above costs are based upon FLR Affiliate prices approved by the FLR Board of Directors. These prices are reviewed periodically and the fees and charges are subject to adjustments as needed from time to time by the Board of Directors. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

2. Affiliate shall gain access to the FLR network via connections to the FLR points of presence at Jacksonville, Florida and Atlanta, Georgia obtained through a provider(s) of their choice as agreed upon in a separate agreement with that provider(s). The cost to establish this connection shall be negotiated and established under a separate contract between Affiliate and the provider and is not included in the fees and charges listed above. Affiliate is responsible for all of their cost incurred for establishing and maintaining a connection to the network. Affiliate's cost to establish this connection is not included in the cost listed above.

3. Affiliate shall have a full dedicated 2x2G FLRNet. The maximum IP transport bandwidth shall be 2x2G FLRNet.

4. The recurring costs consist of several FLR services integrated into a single package. These services include network connectivity (port charges) and support functions required to maintain Affiliate's connection to the FLR infrastructure, use (up to 2x2G FLRNet) of the FLR Ethernet-based IP transport facility, and access (750M) to the commercial Internet. This cost is due and payable in advance on a quarterly basis and is effective the date Affiliate initiates use of the FLR services. Annual advance payments are also accepted. Requests for changes in service levels (increases or decreases) must be accompanied by a duly authorized Purchase Order from the Affiliate. Any such changes shall be based upon current prices. For any decrease in service, Affiliate must give not less than thirty (30) days prior written notice for a stated time period; and (ii) Affiliate is not in default at the time the requested time period commences.
5. FLR participants obtaining Internet services are provided settlement-free peering exchange of traffic between FLR and

commercial Internet peering partners. Access to the commercial Internet is based upon a Committed Data Rate (CDR) and includes settlement free peers at no additional cost. Affiliate has requested an initial CDR of 750M Mbps per month.

6. Affiliate shall have access to resources on the Internet2 network (via the Internet2 Community Anchor Program (CAP)) at no additional cost to Affiliate. This access will be at a level not to exceed the contracted FLRNet bandwidth and consistent with the level of commodity Internet services procured. The Internet2 CAP mission is to bring together Internet2 member institutions and innovators from K-12, public libraries, colleges and universities, health care facilities, museums and other cultural and performing arts organizations to extend advanced networking, new technologies, content, and services across all educational sectors to improve people's lives, no matter where they are located. (https://www.internet2.edu/vision-initiatives/initiatives/internet2-community-anchor-program/).

EXHIBIT C

Florida LambdaRail, LLC

Service Level Understanding (SLU)

Revised: 10/3/2018

The purpose for this document is to describe the targeted availability goal, problem resolution and problem recovery response for the FLR services offered to its participants. All times listed are in accordance with Affiliate's local time.

I. FLR Services offered - FLRNet, FLR Waves w/ Availability Design Goals.

A. FLRNet Service (Internet, Internet2, Peering, L2/3 VPN) - Availability design goal is five 9's (99.999%)

FLR Internet service is provided by FLR contract with three (3) Tier1 Internet Service Providers (ISPs), each with their own redundant connection to FLRNet. A redundant path for enhanced access to Internet2 (I2) is provided via both a 100GE I2 interface to Houston, as well as via a shared 100G to Atlanta with SoX.

Each FLRNet CISCO ASR 9000 core site backbone is dual connected to other FLRNet core router sites to protect against single wave failures. The ASR9000 utilized include redundant route processor and power supplies. In other words, the FLRNet is redundant outside of a full router outage.

Note: FLR recommends that participants connect to FLRNet services with both Primary and Secondary connections to protect against a single local access failure. The 5 9's availability design goal requires members be multi-homed.

Latency: As measured by FLR performance measurement nodes, the maximum average end to end latency shall not exceed 40ms between any two FLR nodes.

Problem analysis: The FLR Engineering team is dispatched immediately upon report of problem from the user community or the FLR Network Management System (NMS).

Problem resolution: Problem resolution goal for FLRNet is six (6) hours or less after problem analysis. Problem resolution of Internet2 or Internet will depend on upstream providers' response. Problem response may depend on Members local loop provider.

Equipment that supports the FLRNet, (Cisco ASR9000) is under Smartnet contract with Cisco. Contract response for the ASR9000 is 24/7 by four (4) hours on-site. The backbone of FLRNet utilizes FLRWave service.

B. FLRWave Services - Gigabit Ethernet (GE), 10GE, 100GE - Availability design goal of FLRWave services is up to four nines (99.99%)

Note: Individual point to point waves across FLR are designed to have two 9's of availability (99%). This includes equipment failure and typical number of fiber cuts per year. Redundant waves will have 4 9's of availability (99.99%). Waves that extend outside Florida

utilizing I2 may only expect two (2) 9's availability. If your application requires a higher level of availability, an additional wave can be provided via alternate physical path at additional cost.

Problem analysis: The FLR Engineering team is dispatched immediately upon notification of an outage by its NMS systems or by the participant.

Problem Resolution: Repair is next business day pending Cisco delivery of non- common components. 24/7/4 Smartnet services can be obtained at the request of the customer at additional cost.

Equipment that supports the FLRWave service (Cisco NCS2006) is under a Cisco Smartnet contract 8/5 NBD (next business day.) The FLR Network Operations Center (NOC) has spare hardware for the common parts that make up an FLRWave. The common parts can be delivered on-site to anywhere in the state in six (6) hours for total node failure barring natural disaster (e.g. Hurricane). Cisco Smartnet service contract requires that we place order for replacement part prior to 3PM EST for next business day delivery.

II. Service Requests: Requesting additional Internet bandwidth or updating any of the FLRNet suite of services is done via the web S-Ticket system.

Internet2 service can typically be enabled within a week depending on the response of the Internet2 NOC. Internet service will be enabled within a week if the total FLR Internet utilization is within eighty percent (80%) of capacity otherwise FLR will provide the requested capacity within fourteen (14) business days.

III. Change Management: FLR performs and schedules maintenance over standing change windows. Typical work takes place either Saturday or Sunday morning 5AM- 8AM, ET. Extensive changes such as equipment swaps or rebuilds may take place any week day from 11PM-5AM ET. Emergency maintenance may occur anytime. All changes are reviewed and tracked in a change management tracking system. The standard maintenance notification interval is 2 weeks, but may be shortened due to vendor communication or other outside forces.

IV. FLR Network Operation Center (NOC): The FLR NOC is staffed for continuous, 24x365 monitoring of the state of the optical network, and coordinates restoration of any failures that may surface during the operation of the network. The NOC networking services also include: coordination, communications and control between and among the FLR participants, vendors and other upstream service providers.

Continuity of Operations: The FLR NOC is hosted at the University of Florida. Should the NOC become unavailable due to circumstances outside its control the FLR network design facilitates management (rapid NOC relocation) at any of the other FLRNet core sites and additional Optical sites designed for disaster recovery response.

V. FLR Participants' Responsibilities:

A. Provides end-user support and local problem diagnosis and resolution:

Using detailed tools provided to local engineering staff (if applicable) by the FLR NOC, the local staff should perform the first level of troubleshooting of any end-user problems.

If the problem is not local to the participant, the FLR NOC will be contacted to report a problem and begin the next level of troubleshooting.

If the problem is determined to be at another FLR participant's site, staff from that facility will work with the FLR NOC to diagnose and resolve the problem.

VI. FLR NOC Contact via the Web, Telephone and email:

Real-Time network information: http://eng.noc.flrnet.org (authentication required)

WEB S-Ticket System (preferred): http://noc.flrnet.org/sticket

Phone: 352.294.FLR1 (3571)

Email: noc@flrnet.org

Please do not use email to report after hours outages. The S-Ticket system or a call to the NOC are the recommended paths.

FLR Service Ticket ("S-Ticket")

The FLR "S-Ticket" is the one stop system for reporting problems, requesting net service, or a change in existing service. Once you submit a ticket, you will receive confirmation and progress emails.

Problem Escalation Contacts:

FLR Dispatch - noc@flrnet.org

FLR Chief Network Architect, Chris Griffin - cgriffin@flrnet.org

Business Development Manager, Liz Pierce - liz.pierce@flrnet.org - (904) 536-7022

FLR COO, Lance Taylor - ltaylor@flrnet.org

FLR CEO, Jon Ellis, jellis@flrnet.org

EXHIBIT D

FLR AFFILIATE CONNECTION AGREEMENT
THIRD PARTY CONNECTIONS
DOWNSTREAM SUBSCRIBER FEE

Under the Affiliate Connection Agreement, FLR agrees the Affiliate may utilize its connection to the Network as a "Network Aggregator". As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to eligible users approved by FLR (hereinafter referred to as "Third Party Connections") through a connection to its fiber network. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR network.

The Affiliate Connection Agreement also provides that Affiliate shall be responsible for notifying FLR of any Third Party Connection and will be responsible for payment of the annual downstream subscriber fee for each Third Party Connection.

A. The annual downstream subscriber fee from each Third Party Connection shall be One Thousand Two Hundred Dollars ($1,200.00) per year, which amount shall be paid by Affiliate as invoiced by FLR.

B. Notice of all proposed Third Party Connections shall be made to the Chief Financial Officer (CFO) of FLR via email. The type of agency (municipality, educational, medical, non-profit, etc.) being connected to the Affiliate's Network shall be disclosed to the FLR CFO in this transmittal. The CFO of FLR shall notify Affiliate, by email within 10 (ten) days after FLR has any objection to the proposed new Third Party Connection. FLR's decision as to the acceptability of a proposed new Third Party Connector shall be final.

C. The Affiliate shall also notify the CFO of FLR (and supply FLR with supporting information) if Affiliate believes the proposed new Third Party Connector should be exempted from the standard Third Party Connection fee of One Hundred Dollars ($100.00) per month from the date of the activation of the Third Party Connection. FLR will consider the facts presented by Affiliate and rule on the exemption request within 10 (ten) days via email to Affiliate.

D. The Affiliate and FLR will review the Third Party Connection list once each year on/around Affiliate's 11th Fiscal Month and reconcile the payment amounts applicable to that Fiscal Year. FLR will present invoice to Affiliate for the agreed upon annual Third Party Connection fee by the 10th day of Affiliate's 12th Month of each fiscal year to enable Affiliate to process payment within that Fiscal Year.

The annual downstream subscriber fee shall be subject to periodic review and adjustment by the Board of Directors of FLR as provided in the Agreement.

SINGLE SOURCE AWARD

BID # SS-0265-18

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval to ratify the period of service from August 26, 2017 to date of award. Recommend approval of single source award to Florida LambdaRails, Inc. to provide Internet services for the City's primary and backup Internet access. Period of service is for three (3) years from date of award, ending September 30, 2020, with two (2) one (1) year renewal options. Total not to exceed expenditure amount is $335,008.00.

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

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2017. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Single Source Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $335,008.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Contract

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

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

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 9/28/17

ACTION OF AWARDING AUTHORITY

DATE: 9/29/17

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

FORM GB-113, Revised 12/2007

2

SINGLE SOURCE AWARD **BID # SS-0265-18**

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the second and final renewal option with Florida LambdaRail, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2021 through September 30, 2022. Total requested expenditure is $66,531.00, with revised total contract expenditure not-to-exceed $468,070.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2021. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Single Source Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $468,070.00 **Requisition #:** N/A

Attachments: Agency Memo, Vendor Quote, Previous Award

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

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

Analyst: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eichner
CHAIRMAN

8/26/2021
DATE

ACTION OF AWARDING AUTHORITY DATE: 8-27-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

FORM GB-113, Revised 12/2007

SINGLE SOURCE AWARD

BID # SS-0265-18

Subject: Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to utilize the first of two (2) one (1) year renewal options with Florida LambdaRails, LLC to provide Internet services for the City's primary and backup Internet access. Period of service will be October 1, 2020 through September 30, 2021, with one (1) year remaining renewal option. Total requested expenditure amount is $66,531.00, with revised total contract expenditure not-to-exceed $401,539.00.

Funding Source: 53101.113001.541020 – To be executed by formal contract amendment (City Contract #9816-01) through the Office of General Counsel.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2020. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Single Source Award To: Florida LambdaRail, LLC

Price Justification: See Attached

Total Award: $401,539.00 **Requisition #:** N/A 180311 POA- 8A06954

Attachments: Agency Memo, Vendor Quote, Previous Award

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

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

Analyst: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa L. Eilmes
CHAIRMAN

DATE 8/27/20

ACTION OF AWARDING AUTHORITY

DATE: 8/28/20

MR

APPROVED BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

FORM GB-113, Revised 12/2007