

C7 S A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE INTERIM CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE A MASTER SERVICES AGREEMENT WITH AT&T FOR TWO (2) YEARS, RETROACTIVE TO FEBRUARY 21, 2024, WITH ONE (1) ONE-YEAR OPTION TO RENEW; AND FURTHER, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE MASTER SERVICES AGREEMENT AND ANY ADDITIONAL DOCUMENTS NECESSARY TO ADD ADDITIONAL SERVICE(S) WITH AT&T, AS NEEDED TO MEET THE CITY'S REQUIREMENTS, FOR AN ANNUAL COST NOT TO EXCEED THE AMOUNT APPROPRIATED THROUGH THE CITY'S BUDGETARY PROCESS.



**COMMISSION MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission

FROM: City Clerk Rafael E. Granado

DATE: June 26, 2024

TITLE: A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE INTERIM CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE A MASTER SERVICES AGREEMENT WITH AT&T FOR TWO (2) YEARS, RETROACTIVE TO FEBRUARY 21, 2024, WITH ONE (1) ONE-YEAR OPTION TO RENEW; AND FURTHER, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE MASTER SERVICES AGREEMENT AND ANY ADDITIONAL DOCUMENTS NECESSARY TO ADD ADDITIONAL SERVICE(S) WITH AT&T, AS NEEDED TO MEET THE CITY'S REQUIREMENTS, FOR AN ANNUAL COST NOT TO EXCEED THE AMOUNT APPROPRIATED THROUGH THE CITY'S BUDGETARY PROCESS.

**RECOMMENDATION**

It is recommended that the Mayor and City Commission approve the resolution.

**BACKGROUND/HISTORY**

In 2018, Commission adopted Resolution 20218-30393 authorizing the Administration to enter into negotiation with the sole proposer, AT&T Corporation and further, authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiation by the Administration. The current contract, pursuant to RFP 2018-154-JC, was originally set to expire on February 21, 2024. On September 13, 2023, the Administration issued an Invitation to Bid (ITB) 2024-001-LB seeking proposals from qualified service providers to deliver telecommunications services to all Citywide facilities.

In anticipation of the expiring Agreement, on September 13, 2023, the Administration issued an Invitation to Bid (ITB) 2024-001-LB seeking proposals from qualified service providers to deliver telecommunications services to all Citywide facilities. On November 2, 2023, bids were received from the following: Comcast Business Communications LLC, Ooma, Inc., Cogeco US Enterprise, LLC d/b/a Breezeline, and AT&T Corp.

The Administration was expected to be able to make an award recommendation in December 2023. However, the due diligence period was protracted because none of the proposals complied with the requirements of the ITB. Accordingly, all submittals have been deemed non-responsive and cannot be considered. The Administration requested per the agreement to extend the current agreement on a month-to-month basis to continue services until such time that a new contract is awarded.

On January 31, 2024, a month-to-month letter was sent to AT&T Corp. However, due to unannounced turnover with the City's account team, the letter was never received by the current

representative. On February 14, 2024, the Administration received a response from AT&T Legal and Contracting Team stating that AT&T was unable to honor the existing rates on a month-to-month basis. Upon expiration of the current agreement, all the services under this contract will increase as a result of current prices structures.

AT&T Corp. is focused on migrating its customers off of legacy, unreliable telecommunication services and has ceased the sale of legacy circuits and services, except for current customers. AT&T Corp. will discontinue support of these legacy services in the coming years as customers transition to modern, reliable services.

## **ANALYSIS**

The products and services obtained under this contract are critical to operations and are necessary to ensure uninterrupted internal City communications as well as external communications with constituents. Per the solicitation RFP 2018-154-JC which nine-hundred fifty-six (956) vendors were notified and one-hundred forty-one (141) vendor access. On May 16, 2018, the City received one (1) proposal, from AT&T Corporation.

Prior to requesting this 5/7th waiver Prior to requesting approval of this designated purchase, extensive market research was conducted to determine different procurement options pursuant to Section 2-369 of the Miami Beach City Code. (attached) and if competition was available in the market. These market studies showed that other large customers that had traditionally provided piggyback options were in the process of executing bid waivers as they experience the same transition challenges. The State of Florida's DMS services contract was also analyzed and was shown to offer only partial services at elevated rates.

Miami-Dade: The County awarded Contract No. BW9403-3/19 Bid Waiver on November 15, 2011, for five-year term with three, one-year option to renew terms through February 15, 2020. On January 22, 2024, Miami-Dade extended the current contract for an additional three (3) years, with two (2), one-year option ending February 15, 2025.

City of Miami: Resolution: R-17-0302 Finding a Sole Source waiving the requirement for competitive seal bidding and approving the award of the Sole Source on June 17, 2017, effective August 14, 2017, through August 13, 2024

Broward County Public School Board: Board Meeting approved FY21-037- Telecommunications with a term of commencing on December 29, 2020 through June 30, 2024 with three (3) one-year renewal.

1. The Service being provided are different from the City.
2. The pricing is much higher than the City currently pays and will pay.

Request for Information was subsequently issued to gather industry feedback which revealed that no single provider other than the current vendor, AT&T Corp., was capable of providing all of the required services. In particular, it was determined that other vendors were unable to support the City's existing telecommunication infrastructure, and dividing the services amongst multiple vendors could create potential inconsistencies in infrastructure, delays in service availability, and result in operational disruptions. Third party resellers were determined to be an unviable option as they would only resell services provided by AT&T, and others, at a premium. Accordingly, competition for these services is impracticable at this time.

## **FISCAL IMPACT STATEMENT**

None

## **Does this Ordinance require a Business Impact Estimate?**

(FOR ORDINANCES ONLY)

The Business Impact Estimate (BIE) was published on . See BIE at:

<https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

## **FINANCIAL INFORMATION**

## **CONCLUSION**

Based on the aforementioned recommendation by Staff, I recommend that the Mayor and City Commission of Miami Beach, Florida, hereby approves waiving, by a 5/7ths vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest, and authorizing the administration to negotiate a Master Services Agreement with AT&T for two (2) years with one (1) one-year option to renew , and authorizing the Interim City Manager to execute the Master Services agreement upon successful negotiations; and further, authorizing the City Manager to execute new service(s) with AT&T as needed to meet the city's requirements. For annual cost not to exceed the amount appropriated through the City's budgetary process.

## **Applicable Area**

Citywide

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?**

No

**Is this item related to a G.O. Bond Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

## **Department**

Information Technology

## **Sponsor(s)**

## **Co-sponsor(s)**

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## **Sec. 2-369. Award of contract.**

All contracts, when the sum is equal to or less than the amount established in section 2-366 of this article for formal bids shall be awarded by the city manager, or his designee, to the lowest and best bidder. When the amount of a contract is in excess of the amount established by this article for formal bids, the city commission shall award the contract to the lowest and best bidder, or may delegate to the city manager the power to award such contract to the lowest and best bidder; however, the purchase of goods and services on a continuing basis from Miami-Dade County; from the School Board of Miami-Dade County; from the U.S. Communities Government Purchasing Alliance; from state or federal general services administration bid lists; or awards from cooperative alliances or public entities that have utilized a public procurement process may be approved by the city manager without any action by the city commission, even though the total cost of such goods and services may exceed the amount established in this article for formal bids; provided that prior to approval of such purchases, the city manager shall prepare, or cause to be prepared, a written analysis, in such form and manner as shall be determined by the city manager, which shall include a justification as to why it is in the city's best interest to purchase the goods and services on a continuing basis from the entities set forth in this section 2-369. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

(Code 1964, §§ 31A-12, 31A-19; Ord. No. 2001-3290, § 1, 1-31-01; Ord. No. 2003-3390, § 1, 2-5-03; Ord. No. 2004-3449, § 1, 6-9-04; Ord. No. 2014-3892, § 1, 9-17-14; Ord. No. 2019-4256, § 3, 4-10-19)

# Memorandum



**Date:** January 22, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Amended  
Agenda Item No. 8(F)(4)

Resolution No. R-36-20

**Subject:** Request for Approval of a Designated Purchase under Contract No. BW9403-3/19-3, Local Telecom Services

R- ...

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve this request for a designated purchase under *Contract No. BW9403-3/19-3, Local Telecom Services*, for the Information Technology Department on behalf of all County departments. Approval of a designated purchase is requested, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, to extend the current contract for an additional three (3) years, with two, one-year option to renew terms under the same terms and conditions. This contract provides the County with local telecommunication services including but are not limited to the supply of the main telephone lines at all County facilities, ethernet data lines, Voice over Internet Protocol (VoIP), public safety E-911 circuits, 311 services, and other telephonic and data services. Prior to the expiration of the additional three year term, this contract will be returned to the Board for approval of the two, one-year option to renew terms.

The County awarded Contract No. BW9403-3/19 on November 15, 2011 under Resolution No. R-968-11 for a term of five years, with three, one-year option to renew terms. Additionally, the contract provides non-recurring services such as start-up infrastructure for new construction in areas where current infrastructure and network connectivity is not available. The contract is currently in its final option to renew term, and will expire on February 15, 2020. The products and services obtained under this contract are critical to operations and are necessary to ensure uninterrupted internal County communications as well as external communications with constituents.

Prior to requesting approval of this designated purchase, extensive market research was conducted to determine if competition was available in the market. A Request for Information was issued to gather industry feedback which revealed that no single provider other than the current vendor, AT&T Corp., was capable of providing all of the required services. In particular, it was determined that other vendors were unable to support the County's existing telecommunication infrastructure, and dividing the services amongst multiple vendors could create potential inconsistencies in infrastructure, and result in operational disruptions. Accordingly, competition for these services is impracticable at this time.

Information Technology anticipates modernizing the existing infrastructure as part of the network recapitalization plan, allowing for migration away from reliance on AT&T Corp.'s legacy services, and potential future competition. It is anticipated that modernization of the existing infrastructure will be completed, making it possible to use the option to renew term as a transition period to a new, competitively established provider.

In order to ensure the best value to the County, staff engaged in extensive negotiations with AT&T Corp. By extending the current agreement, as opposed to entering into a new agreement, AT&T Corp agreed to maintain existing discount structures that are no longer available to its customers, and to incorporate additional optional services offerings not previously included in the contract, such as enhanced ethernet and dedicated E-911 solutions. Staff will continue to evaluate the market to determine if viable competition becomes available prior to requesting approval of the

option to renew term. This designated purchase is in the best interest of the County to ensure the uninterrupted operation of the County's telecommunication infrastructure and emergency response operations.

**Scope**

The scope of this item is countywide in nature.

**Fiscal Impact/Funding Source**

The contract currently expires on February 15, 2020 and has a cumulative allocation of \$109,800,000 for a term of four years and three months. If this request for \$28,200,000 is approved, the contract will have a modified cumulative allocation of \$138,000,000 and will expire on February 15, 2023. Additional allocation for the two, one-year option to renew terms will be requested with the Board's approval of such option. The requested allocation is based on anticipated needs during the initial three-year contract extension term.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
Information Technology	\$109,800,000	\$28,200,000	\$138,000,000	Internal Service Funds	Julian Manduley
Total:	\$109,800,000	\$28,200,000	\$138,000,000		

**Track Record/Monitor**

Beth Goldsmith, Chief Negotiator, of the Internal Services Department is the acting Procurement Contracting Manager.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38, with the exception of the two, one-year option to renew terms which shall only be exercised upon subsequent approval by the Board.

**Awarded Vendor**

Vendor	Principal Address	Local Address	Principal
AT&T Corp	One AT&T Way Bedminster, NJ	460 NE 215 Street Miami, FL	F. Thaddeus Arroyo

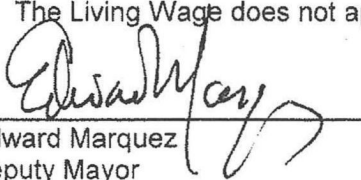
**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility. In the current contract term, an invoice dispute occurred regarding billing amounts. The dispute has been resolved, resulting in a credit being issued to the County, and the billing error has been corrected.

Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners  
Page 3

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise Measures and Local Preference do not apply.
- The Living Wage does not apply.

  
\_\_\_\_\_  
Edward Marquez  
Deputy Mayor



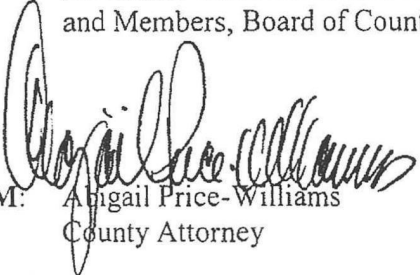


## MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

DATE: January 22, 2020

FROM:   
Abigail Price-Williams  
County Attorney

SUBJECT: Amended  
Agenda Item No. 8(F)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ☐ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved [Signature] Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Amended  
Agenda Item No. 8(F)(4)  
1-22-20

RESOLUTION NO. R-36-20

RESOLUTION AUTHORIZING A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AN ADDITIONAL THREE-YEAR TERM BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF CONTRACT NO. BW9403-3/19-3 IN AN AMOUNT NOT TO EXCEED \$28,200,000.00, FOR THE INFORMATION TECHNOLOGY DEPARTMENT FOR PURCHASE OF LOCAL TELECOM SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to authorize a designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code by a two-thirds (2/3) vote of the Board members present and authorize the County Mayor or County Mayor's designee to extend the contract by an additional three-year term under Contract No. BW9403-3/19-3 in an amount up to \$28,200,000.00 for the Information Technology Department to purchase local telecom services.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38 except that the exercise of the last two one-year options to renew shall require the prior approval of this Board. Copies of the contract document are on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** ,  
who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan**  
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	absent	Sally A. Heyman	absent
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	nay		

The Chairperson thereupon declared this resolution duly passed and adopted this 22<sup>nd</sup> day of January, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

**Linda L. Cave**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "OR", is written over a horizontal line.

Oren Rosenthal



**Miami  
FL**

**Resolution  
R-17-0302**

ADOPTED  
Jun 22, 2017 9:00 AM

**A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, PURSUANT TO SECTION 18-92 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE CITY MANAGER'S FINDING OF A SOLE SOURCE, ATTACHED AND INCORPORATED AS ATTACHMENT "A"; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING PROCEDURES AND APPROVING THE REQUEST TO HAVE AT&T CORP ("AT&T"), THE SOLE PROVIDER, PROVIDE SESSION INITIATION PROTOCOL TRUNKING SERVICES PROVIDED CITYWIDE ON AN AS NEEDED BASIS; ALLOCATING FUNDS FROM THE USER DEPARTMENT, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE NEGOTIATED MASTER AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, SUPPLEMENTAL OR REPLACEMENT AGREEMENTS, AND RELATED AGREEMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AS MAY BE NECESSARY FOR SAID PURPOSE.**

### Information

<b>Department:</b>	Department of Information Technology	<b>Sponsors:</b>
<b>Category:</b>	Other	

### Attachments

- Agenda Summary and Legislation
- 2365 Attachment A
- 2365 Exhibit - Addendum and Master Agreement
- 2365 Notice to the Public
- 2365 Memo - Sole Source Request
- 2365 Back-Up Documents
- 2365 Market Research
- 2365 Corporate Detail
- 2365 Back-Up from Law Dept

### Financial Impact

\$114,516 in the aggregate for a three (3) year term General Account No:  
50001.251000.546001.0000.0000

### Body/Legislation

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida, as amended ("City Code"), the Chief Procurement Officer has adopted a finding that AT&T Corp ("AT&T") is the sole provider of Session Initiated Protocol ("SIP") trunking services; and

WHEREAS, the finding of the Chief Procurement Officer has been approved and adopted as the finding of the City Manager, attached and incorporated as Attachment "A"; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the requirements for competitive sealed bidding procedures be waived and that the procurement of the above services, as specified, be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, pursuant to Section 18-92 of the City Code, after an advertised public hearing, the City Manager's finding of a sole source, attached and incorporated as attachment "A," is ratified, approved and confirmed, the requirements for competitive sealed bidding procedures are waived and the request to have AT&T provide SIP Trunking services Citywide on as as needed basis, is approved.

Section 3. Funds to be allocated from the User Department, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is further authorized<sup>[1]</sup> to execute the negotiated Master Agreement, in substantially the attached form, with AT&T, and execute all other documents, including any amendments, supplemental, or replacement agreements, and related agreements, in a form acceptable to the City Attorney, as may be necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.<sup>[2]</sup>

[1] The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

## Meeting History

Jun 22, 2017 9:00 AM Video		City Commission	Planning and Zoning	 Draft
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>			
<b>MOVER:</b>	Wifredo (Willy) Gort, Commissioner, District One			
<b>SECONDER:</b>	Ken Russell, Vice Chair			
<b>AYES:</b>	Keon Hardemon, Ken Russell, Wifredo (Willy) Gort, Frank Carollo			
<b>ABSENT:</b>	Francis Suarez			

**Procurement & Warehousing Services**

**Mary C. Coker, Director**

7720 W. Oakland Park Boulevard

Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

[mary.coker@browardschools.com](mailto:mary.coker@browardschools.com)

[www.browardschools.com/PWS](http://www.browardschools.com/PWS)

**The School Board of  
Broward County, Florida**

Dr. Rosalind Osgood, Chair  
Laurie Rich Levinson, Vice Chair

Lori Alhadeff  
Patricia Good  
Debra Hixon  
Donna P. Korn  
Sarah Leonardi  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

January 13, 2021

Lizmary Whyte, Client Solutions Executive 4 SLED

AT&T Corporation

321 Southeast Second Street

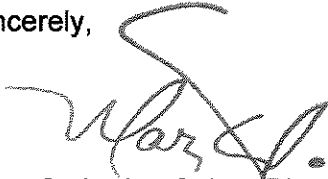
Delray Beach, Florida 33483

**RE: FY21-037 – Telecommunications Equipment & Services**

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, United AT&T Corporation. This is the result of the School Boards approval on December 15, 2020, for item OO-22. Full details are outlined in the Agreement.

Sincerely,



Mary Catherine Coker, Director  
Procurement & Warehousing Services

MCC:bm  
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent  
Phillip H. Dunn II, Chief Information Officer  
Esperanza Diaz-Bello, Client Solutions Executive 4 SLED  
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Status: ADDED ITEM

2020-12-15	Regular School Board Meeting
<b>CATEGORY:</b>	OO. Strategy & Operations
<b>DEPARTMENT:</b>	Procurement & Warehousing Services

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

<b>TITLE:</b>	<b>FY21-037 – Telecommunications Equipment and Services</b>
<b>REQUESTED ACTION:</b>	<b>Approve the recommendation to award the above Request for Proposals (RFP); Contract Term: December 29, 2020 through June 30, 2024; Award Amount: \$14,700,000; Awarded Vendor: AT&amp;T Corp.; User Department: Information Technology.</b>

**STRATEGIC ALIGNMENT**

Which strategic initiative(s) best aligns to this item?

<b>Tool Development, Implementation, &amp; Use</b>	<b>Safety, Security, &amp; Risk Mitigation</b>
--	--

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**Will the implementation of this item have a direct impact on one of the 2024 Strategic Plan Primary Metrics? **NO***If YES, identify the primary metric and include the corresponding figures in the table below.***Primary Goal & Metric:**

<b>Effective Communication</b>	<b>N/A</b>
--------------------------------	------------

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

*Also identify any secondary metrics utilized to evaluate the success of this item/initiative.*

Metric	Baseline	Target
N/A	N/A	N/A

*If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.*

Continuation of telecommunication services to support District communications including 911 services.

**BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM**Was this item previously presented to the School Board? **YES**

This bid is used to procure and support Avaya and Tadiran voice telephone goods (for example: desktop or wall mounted phone sets) and services the support the District's communication needs. Although this contract is owned by Information Technology, the services are utilized District-wide.

There are no Small/Minority/Women Business Enterprise Vendors on this bid.

**RELATED ITEMS**


**EXHIBITS**

Executive Summary
Agreement
Financial Analysis Worksheet
Recommendation Tabulation



**DEPENDENCIES:**

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. N/A

2.

**RESOURCES REQUIRED****Budget**

Are additional funds required in relation to the approval of this item?

NO

If YES, How much additional funding is necessary to implement this item?

If NO, How much existing funding will be spent to implement this item?

\$14,700,000

**SOURCE OF FUNDS:**

IT operating budget and capital budget for Avaya VIOP phone upgrade project included in the Adopted District Educational Facilities Plan (September 1, 2020).

**Spending Authority**

Is additional spend authority required for this item?

YES

If YES, How much additional spending authority is necessary to implement this item?

\$14,700,000

**Staffing**

Is additional staff required in relation to the implementation of this item?

NO

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

**BOARD ACTION:**

(For Official School Board Records Only)

**APPROVED****SOURCE OF ADDITIONAL INFORMATION**

Name: Phillip H. Dunn II

Phone: 954-321-2607

Name: Mary C. Coker

Phone: 954-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA****Senior Leader & Title**

Maurice L. Woods, Chief Strategy &amp; Operations Officer

**Signature**

Electronic Signature

Form S4189 Revised 1/20

RWR/JSM

Approved in

Open Board

Meeting On:

DEC 15 2020

By:

School Board Chair

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 15<sup>th</sup> day of December, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**AT&T CORP.**

(hereinafter referred to as "AT&T"),  
whose principal place of business is  
One AT&T Way, Bedminster, New Jersey 07921

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY21-037, Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services ("RFP"), dated July 13, 2020, and amended by Addendum No. 1 dated August 6, 2020 and Addendum No. 2 dated August 21, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for telecommunications services and products; and

**WHEREAS**, AT&T submitted a proposal in response to the RFP ("Proposal") incorporated by reference herein whereby AT&T offered to provide these telecommunications services and products.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on December 29, 2020 and concludes on June 30, 2024. The term of the Agreement may, by mutual agreement between SBBC and AT&T, be extended for three (3) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided.** AT&T shall provide the services described in the scope of work and abide by the obligations and responsibilities listed within the RFP with the following modifications:

a) Section 6.7 of the RFP is replaced with: **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify AT&T promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AT&T Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AT&T shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AT&T's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AT&T in the defense of such Infringement Claims. However, the foregoing indemnification obligations shall not apply to an infringement claim based on SBBC or its user's substantive content or arising from SBBC's misuse or modification of AT&T's products or SBBC's operation or use of AT&T's products in a manner not contemplated by the Agreement or the purchase order.

(b) Section 7.18.1 of the RFP is replaced with: **DISPUTES:** in the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding on all parties. Provided however, that AT&T reserves all rights to have such interpretation resolved de novo by in litigation in compliance with the provisions in Section 3.08 herein.

(c) Section 7.19 of the RFP is replaced with: **PATENTS & ROYALTIES:** AT&T, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If AT&T uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. However, the foregoing indemnification obligations shall not apply to an infringement claim based on SBBC or its user's substantive content or arising from SBBC's misuse or modification of AT&T's products or a SBBC's operation or use of AT&T's products in a manner not contemplated by the Agreement or the purchase order.

(d) Notwithstanding the language in Section 7.26 of the RFP, each circuit contracted under this Agreement is subject to a minimum payment period of twelve (12) months. SBBC may terminate services on an individual circuit basis, without the need to terminate the Agreement in its entirety. With respect to termination on an individual circuit basis, early termination penalties (standard 50%) will apply to individual service disconnections that occur prior to twelve months of turn-up of such circuit (the "minimum service period"); provided that, in order to give SBBC flexibility in handling normal churn within a large network, during the term of this Agreement, SBBC will be able to close up to ten percent (10%) of circuits that SBBC has that have not satisfied

the minimum service period without incurring an early termination charge. Evolution of Service from one technology to a more technologically advanced AT&T service as part SBBC's voice network modernization shall not count as a termination of services for purposes of this section.

(e) Section 7.34 of the RFP is hereby deleted.

(f) Sections 7.37 and 7.58 of the RFP shall be replaced with: **SBBC INFORMATION SECURITY GUIDELINES:** With respect to the compliance with SBBC Information Security Guidelines, AT&T adheres to the AT&T Security Policies and Requirements (ASPR), which are mapped closely to ISO 27001 and explained in the AT&T Customer Reference Guide. In this regard, AT&T materially complies with the SBBC Information Security, referenced in the RFP. Following the conclusion of the Agreement, all of SBBC's confidential information must be removed from AT&T's equipment and all access privileges must be revoked. The final payment will be withheld until AT&T has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

(g) Section 7.53 of the RFP is replaced with: **Price Reductions:** During the Agreement term, if AT&T offers lower prices for the same, or nearly the same, services to other similar sized schools in the State of Florida under the same or similar contractual terms and conditions, the costs for contracted goods and services will be adjusted downward accordingly by AT&T on a prospective basis.

(h) The following is added to Section 8.5.4 of the RFP: AT&T shall deliver and install all items ordered within thirty (30) days after receipt of purchase order or request, unless agreed upon by SBBC on a case-by-case basis where an installation date or project implementation plan that schedules the item installation at a date beyond thirty (30) days of purchase order or request. SBBC may delay or request accelerations in delivery due to project or construction accelerations and delays. SBBC shall not incur any additional cost should the schedule change. SBBC will provide two (2) business days advance notice of any expedite requests.

(i) The following is added to Section 8.4.22 of the RFP: "Turnkey" is defined as inclusive of the specific products and services as defined on any "Order" from SBBC under the terms and conditions of this Agreement.

(k) Section 8.4.19 is replaced with: AT&T agrees to provide periodic email communication on active project status which includes the onboarding of new school or administration sites or other special projects.

(l) The following is added to Section 8.5.5 of the RFP: AT&T will provide support to SBBC for new product/solution trials and proof of concept testing upon request within the scope of the services provided by the AT&T Dedicated Technicians. Additionally, where Avaya offers Proof of Concept/Trial programs at no cost to end customers, AT&T will work with Avaya to support and deliver these solutions at no cost to SBBC.

(m) Section 8.5.8 of the RFP is replaced with: In accordance with Avaya's change to the Avaya Support Advantage maintenance model for Release Avaya Aura Release 7 and higher,

AT&T will provide Support Advantage "Preferred", with Upgrade Advantage in a Co-Delivery model.

(n) Section 8.5.10(h) of the RFP is replaced with: Start and end work times in any given workday may vary dependent upon the needs of the tasks assigned and will be determined by SBBC. SBBC will work with AT&T to accommodate any schedule changes, based on the priorities and needs of SBBC.

(o) The following is added to Section 8.7.2(k) of the RFP: The SIP trunks provided shall have the ability to scale up and down depending on bandwidth, the number of SIP trunks required to allow SBBC to increase or decrease SIP Trunks on a monthly basis (based on SBBC's needs and requirements), as long as AT&T has a minimum of 6 SIP trunks per circuit.

(p) The following is added to Section 8.7.2(o) of the RFP: Service availability is as described in AT&T's IP Flexible Reach Service Level Agreement.

(q) Section 8.8.5 of the RFP for Group 2 is replaced with: Once a ticket has been opened, the step by step procedures below should be followed to get a thirty (30) minute response.

1. Open an Engagement with the Center of Excellence (CoE) via the web-based engagement portal, providing assistance around the clock 24x7x365 for Service Assurance escalations. The portal is available on any device at <https://ebiznet.att.com/engage/>. Once an escalation request has been submitted via the web-based portal, AT&T support will contact SBBC within twenty (20) minutes, and keep SBBC updated on the progress of the escalation until resolution. If not resolved, continue to the next step.

2. Contact the Manager listed in the email received from the Critical Issue Resolution Manager assigned to the Engagement. If not resolved, continue to the next step.

3. Contact the Service Executive. If not resolved, continue to the next step.

4. Contact the Service Executive's Manager.

(r) Section 8.7.3 and 8.8.5 of the RFP for Group 3 is replaced with: AT&T network operations center (NOC) shall ping all AT&T Managed Router endpoints every two (2) minutes and will automatically open a ticket after two (2) failed returns. AT&T will add SBBC supplied email address(es) to the database to notify SBBC of the outages.

(s) Section 8.8.3 of the RFP is replaced with: There will be no additional costs to SBBC with the exception of applicable Special Construction. Special Construction will be determined before orders are issued and SBBC will have the option to reject or accept the Special Construction. AT&T will make every effort to waive Special Construction costs. In cases where the cost is too high and AT&T is unable to provide any financial support, AT&T will let SBBC know ahead of time.

(t) Section 8.8.2 of the RFP is replaced with: Orders shall be fulfilled within 4 calendar days unless alternative arrangements are made and agreed to by both parties in writing, with the exception of fiber, which depends on availability, but could exceed 45 days.

(u) Section 8.8.7 of the RFP is replaced with: SBBC shall have full access to AT&T's BusinessDirect portal that provides the following tools:

- Analyze and Monitor Call Data
  - Analyze Toll-Free Call Attempts
  - Analyze Voice Network Data
  - Control Toll-Free Routing
  - eBill
  - eBonding
- Other tools are
- eMaintenance
  - eXpress Bonding
  - eOrder
  - Manage IP Transfer Connect
  - Monitor and Control Voice Performance
  - Route It!
  - MACD Selection Tool

2.03 **Group One (1) Cost and Payment.** AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act.

(a) Maintenance items pricing is contingent upon the continued presence of AT&T Dedicated Technicians for the duration of the Agreement term and any subsequent extensions.

(b) For Avaya products that are no longer available from Avaya due to end of product lifecycle and/or depletion of available stock, AT&T will offer and provide the Avaya recommended replacement product at the equivalent discount percentage off Avaya List Price.

(c) Group 1 Pricing is in accordance with the following schedule:

Part #	Description	List Price (per unit)	SBBC Price (per unit)	Discount off of List
<b>Avaya Desktop Devices and Accessories</b>				
700513569	Avaya IX IP Deskphone J179	\$455.00	\$207.00	55%
700513634	Avaya IX IP Deskphone J169	\$370.00	\$168.00	55%
700512394	Avaya IX IP Deskphone J159	\$370.00	\$168.00	55%
700513916	Avaya IX IP Deskphone J139	\$220.00	\$100.00	55%
700513638	Avaya IX IP Deskphone J129	\$125.00	\$56.00	55%
700514009	Avaya IX Conference Phone B109	\$125.00	\$87.00	30%
700501530	Avaya IX Conference Phone B159	\$874.00	\$395.00	55%
700508893	Avaya IX Conference Phone B169 (Wireless)	\$970.00	\$441.00	55%

700504740	Avaya IX Conference Phone B179	\$1,090.00	\$495.00	55%
700503700	Avaya IX Conference Phone B189	\$1,650.00	\$746.00	55%
700514051	Avaya L119 Headset	\$47.00	\$33.00	30%
700514052	Avaya L129 Headset	\$55.00	\$38.50	30%
700514053	Avaya L139 Headset	\$90.00	\$63.00	30%
700514054	Avaya L149 Headset	\$115.00	\$81.00	30%
700514055	Avaya L159 Headset	\$135.00	\$95.00	30%
700514324	AV Quick Connect RJ9 Headset Cord 1.2M Straight	\$20.00	\$14.00	30%
700514325	AV Quick Connect to 3.5MM Headset Cord 1.2M Straight	\$22.00	\$15.50	30%
700514326	AV Quick Connect to USB Mechanical COMBOX Headset CBL 1.2M Straight	\$50.00	\$35.00	30%
700514327	AV Quick Connect to USB Touch Control COMBOX Headset CBL 1.2M Straight	\$70.00	\$49.00	30%
700514328	AV Quick Connect Touch Control and BT COMBOX Headset CBL 1.2M Straight	\$80.00	\$56.00	30%
<b>PURCHASE ITEMS (NEW): Avaya IX System Hardware Components:</b>				
700506956	Avaya G450 Branch Gateway/ 160 DSP VoIP Channels (including all associated hardware)	\$10,525.00	\$4,810.00	54%
700507394	Avaya G450 R2 Power Supply	\$1,000.00	\$460.00	54%
700512174	Avaya G430 MP40 Media Gateway	\$2,100.00	\$965.00	54%
700508198	Avaya G430 MP120 DSP Daughter Board	\$900.00	\$414.00	54%
700508955	Avaya S8300E Server (Survivable Remote Server)	\$3,600.00	\$1,645.00	54%
700466634	Avaya Media Module MM710	\$3,000.00	\$1,385.00	54%
700394661	Avaya Media Module MM711	\$1,600.00	\$735.00	54%
700394703	Avaya Media Module MM716	\$3,000.00	\$1,385.00	54%
700394711	Avaya Media Module MM717	\$3,495.00	\$1,620.00	54%
<b>Avaya Software Licensing (Unit price for each item based on a 12 month cost)</b>				
397546	Avaya Aura Application Enablement Services (AES) R8 DMCC System License	\$240.00	\$139.00	42%
397551	Avaya Aura Application Enablement Services (AES) R8 Unified Desktop System License	\$40.00	\$23.17	42%
396794	Avaya Aura Core Suite bundle R8 User License	\$300.00	\$136.75	54%
397108	Avaya Aura Analog R8 User License	\$40.00	\$18.45	54%
392845	Avaya IX Messaging Suite Advanced Uplift User License	\$19.00	\$8.75	54%

305332	Avaya Aura Conferencing R7 Multimedia User License	\$140.00	\$81.25	42%
385333	Avaya Aura Contact Center R7 Voice Agent User License	\$1,150.00	\$662.00	42%
385354	Avaya Aura Contact Center R7 Supervisor User License	\$900.00	\$520.00	42%
384033	Avaya Aura Contact Center R7 Customer Engagement Voice Package User License	\$1,350.00	\$780.00	42%
384036	Avaya Aura Contact Center R7 Customer Engagement Multimedia User License	\$1,000.00	\$580.00	42%
<b>Other Manufacturer Equipment</b>				
2802-00 VODAVI	VODAVI Analog Single Line Speakerphone Deskphone, Black	\$52.99	\$38.95	26%
58220-10R POWERVER	PowerVar ABCE UPS Control unit with one internal battery	\$3,999.95	\$2,199.960	40%
53048-12R POWERVER	PowerVar ABCE UPS Extended Run external battery unit	\$1,199.99	\$659.99	38%
AM-VP-O POWERVER	PowerVar SNMP Management card	\$495.95	\$299.98	40%
<b>Avaya Software maintenance (12-month)</b>				
230168J	Avaya G450 Gateway with all Media Modules	\$390.00	\$283.00	27%
230138J	Avaya G430 Gateway with all Media Modules	\$327.60	\$237.80	27%
230108J	Avaya S8300E Server	\$257.40	\$186.90	27%
344033J	Avaya Support Advantage Preferred with Upgrade AES R8 DMCC FULL Licenses	\$30.72	\$18.02	41%
344221J	Avaya Aura Support Advantage Preferred with Upgrade R8 Analog Licenses	\$5.88	\$3.45	41%
344263J	Avaya Aura Support Advantage R8 Foundation Suite Licenses	\$32.88	\$19.29	41%
344277J	Avaya Aura Support Advantage R8 Core Suite Licenses	\$46.80	\$27.45	41%
345835	Avaya Support Advantage Preferred Aura IX Messaging Licenses	\$13.56	\$7.96	41%
282850	Avaya Support Advantage Preferred Support Conferencing R8 Multimedia Licensing	\$15.36	\$9.00	41%
282856	Avaya Upgrade Advantage Conferencing R8 Multimedia Licensing	\$12.60	\$5.07	60%
296547J	Avaya Support Advantage Preferred Avaya Aura Contact Center (AACC) R7 Voice Agent Licenses	\$145.44	\$85.30	41%



296553	Avaya Upgrade Advantage AACC R7 Voice Agent Licenses	\$103.56	\$41.69	60%
296619J	Avaya Support Advantage Preferred AACC R7 Supervisor Licenses	\$113.88	\$66.79	41%
296625	Avaya Upgrade Advantage AACC R7 Supervisor Licenses	\$81.00	\$32.60	60%
331528J	Avaya Support Advantage Preferred AACC Customer Engagement R7 Voice Package Licenses	\$171.00	\$100.29	41%
331534	Avaya Upgrade Advantage AACC R7 Customer Engagement Voice Package Licenses	\$121.56	\$48.93	60%
331540J	Avaya Support Advantage Preferred AACC R7 Customer Engagement Multimedia Licenses	\$126.60	\$74.26	41%
331546	Avaya Upgrade Advantage AACC R7 Customer Engagement Multimedia Licenses	\$90.00	\$36.23	60%
331546	Avaya Support Advantage Preferred ASBCE R8 Standard Services 501-1000 System Licenses	\$15.96	\$9.36	41%
344383	Avaya Support Advantage Preferred ASBCE R8 Standard Services HA 501-1000 System Licenses	\$11.40	\$6.68	41%
<b>DEDICATED SYSTEM TECHNICIAN AND AFTER HOURS DUTY SERVICES:</b>				
Dedicated System Technician (ONE Tech) 8 hours per day / 244 days per SBBC school year (annual) for a total of 1952 hours per year.		\$180,000.00	\$152,770.00	15%
Dedicated System Technician (ONE Tech) Single 8 hour work day during standard business hours.			\$714.00	
Dedicated System Technician (ONE Tech) After Hours Duty Service (Weekdays 5:00pm - 10:00pm) and (Weekends, Holidays, and site closures 8:00am to 10:00pm) (Annual Cost)		\$26,660.00	\$22,660.00	15%

2.04 **Group Two (2) Cost and Payment.** AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act.

(a) At its sole option, SBBC may add Route It! for an additional One Hundred Fifty Dollars (\$150) per month, per toll-free number with a cap at Seven Hundred Fifty Dollars (\$750) per month. All requirements in Section 8.8.7 of the RFP can be met with the addition of Route It!.

(b) Section 8.4.22 of the RFP shall be replaced with:

AT&T's pricing for Centrex Station Lines includes the following:

- Centrex Station Line Monthly Charge
- Centrex Control Monthly Charge

- Federal Universal Service Charge

AT&T's pricing for Centrex Common Block includes the following items: These items allow SBBC to use abbreviated dialing.

- Quantity of 2 Centrex Common Blocks
- Tie line to connect the common blocks in Ft Lauderdale Main to the Oakland Central Office

AT&T's Network Access Registers include the following items:

- Network Access Registers
- Hunting
- Telecommunications Relay Service (Not mandated by tariff)
- End User Common Line Charge

AT&T's Centrex PRI pricing includes the following items:

- D-Channel for signaling
- 23 B-channels per Centrex PRI
- Interface for connection to customer premises
- Excess Line Port Charge\Federal Subscriber Line Charge
- Access Line

ABN Charges that will apply in addition to the per minute charges (Not included below)

- Carrier Line Charge
- Carrier Line Charge Centrex
- Federal Regulatory Fee
- Property Tax Allotment
- Universal Connectivity Charge
- ABN per minute rate is based on a discount deducted from a published base rate.

Published base rates are subject to change.

- ABN rates are based on "Loyalty" rates that requires that an AT&T local line or circuit (Centrex NAR, Centrex PRI, etc.) be used to place or receive a long distance call. Video Charges Included in pricing sheet
- Federal Universal Service Charge
- State & Local Communications Tax

Taxes and Charges: The following taxes and charges may apply to all services proposed in Group 2 and are not included in the pricing sheets:

- Taxes (if applicable) and Regulatory Fees will apply.
- Property Tax Allotment Fee
- Universal Connectivity Charge/Federal Universal Service Fee
- Federal Regulatory Fee
- Administrative Expense Fee
- Moves of Service rules and regulations as outlined in the Tariff under A2.
- International Pricing See Group 2 International Pricing below for SBBC rates.

(c) Group 2 Pricing is in accordance with the following schedule:

MONTHLY PRICE BREAKDOWN	List Price (per unit)	SBBC Price (per unit)	Discount off of List
<b>SBBC Enterprise Voice Services</b>			
Centrex, provided for the three exchanges (754-321, 322, 323)	\$1,455.00	\$684.00	53%
Network Access Registers (NARs)	\$27.26	\$11.50	58%
Centrex PRI (Primary Rate ISDN) Digital circuit	\$499.00	\$341.29	32%
Centrex Station Line (analog)	\$25.76	\$24.75	4%
Flat Rate Business Line (analog)	\$245.12	\$40.12	84%
DSL up to 6.0M x 512K(Max Downstream / Upstream )	\$51.00	\$51.00	0%
Direct Inward Dial telephone numbers (DID)	\$0.20	\$0.00	100%
Reserved telephone numbers within the three SBBC NXX exchanges (754-321,322,& 323)	\$0.15	\$0.05	67%
Video T1 (Broadcast Quality) from Location 201 NW 84th Ave., Plantation, FL to 6600 Nova Drive Davie, FL	\$1,375.00	\$1,375.00	0%
Video T1 (Broadcast Quality) from Location 8000 NW 44th St., Sunrise, FL to 6600 Nova Drive Davie, FL	\$1,845.80	\$1,845.80	0%
Video T1 (Broadcast Quality) from Location 600 SE 3rd Ave., Ft .Lauderdale, FL to 6600 Nova Drive Davie, FL	\$2,368.00	\$2,368.00	0%
<b>Long Distance Voice Services</b>			
Long distance Service Outbound - Intrastate price per minute	\$0.08400	\$0.04790	43%
Long distance Service Outbound - Interstate price per minute	\$0.06000	\$0.03420	43%
Long distance Service Inbound - Intrastate (800 service) price per minute	\$0.08400	\$0.04790	43%
Long distance Service Inbound - Interstate (800 service) price per minute	\$0.06000	\$0.03420	43%

(d) Group 2 International Pricing is in accordance with the following schedule:

International Market Name	Per-Minute Price	International Market Name	Per-Minute Price
Afghanistan	\$2.46986	Laos	\$2.99732
Albania	\$1.59913	Latvia	\$1.24749
Algeria	\$1.15539	Lebanon	\$1.55727
Andorra	\$0.56095	Lesotho	\$1.51540
Angola	\$1.90891	Liberia	\$1.13865
Anguilla	\$1.06329	Libya	\$1.64099
Antarctica (Casey)	\$4.19457	Liechtenstein	\$0.42699

Antarctica (Scott)	\$4.19457
Antigua and Barbuda	\$0.87910
Argentina	\$0.75352
Armenia	\$1.39819
Aruba	\$0.65305
Ascension Island	\$2.72103
Australia	\$0.30978
Austria	\$0.35164
Azerbaijan	\$1.42331
Bahamas	\$0.53583
Bahrain	\$1.31447
Bangladesh	\$1.79169
Barbados	\$0.98794
Belarus	\$1.13865
Belgium	\$0.30978
Belize	\$1.27260
Benin	\$1.13865
Bermuda	\$0.56095
Bhutan	\$2.90522
Bolivia	\$1.10516
Bosnia and Herzegovina	\$1.02981
Botswana	\$1.12190
Brazil	\$0.62793
British Virgin Islands	\$0.81212
Brunei	\$1.19725
Bulgaria	\$0.87073
Burkina Faso	\$1.59076
Burundi	\$2.56195
Cambodia	\$3.13128
Cameroon	\$1.63262
Canada	\$0.19257
Cape Verde	\$1.39819
Cayman Islands	\$0.73677
Central African Republic	\$2.26055
Chad	\$3.56664
Chile	\$0.59444
China	\$0.86236

Lithuania	\$1.49866
Luxembourg	\$0.37676
Macao	\$1.17214
Macedonia	\$0.98794
Madagascar	\$4.36202
Malawi	\$1.19725
Malaysia	\$0.66979
Maldives	\$2.02612
Mali	\$1.80844
Malta	\$1.12190
Marshall Islands	\$1.33958
Mauritania	\$1.79169
Mauritius	\$1.66611
Mexico Bands 1-3	\$0.42699
Mexico Bands 4-8	\$0.42699
Micronesia	\$2.30241
Moldova	\$1.49866
Monaco	\$0.37676
Mongolia	\$2.79638
Montenegro	\$1.00469
Montserrat	\$1.18051
Morocco	\$1.18051
Mozambique	\$2.07636
Myanmar	\$3.12291
Namibia	\$1.30609
Nauru	\$6.42163
Nepal	\$1.84193
Netherlands	\$0.28466
Netherlands Antilles	\$0.81212
New Caledonia	\$1.98426
New Zealand	\$0.59444
Nicaragua	\$1.02143
Niger	\$1.66611
Nigeria	\$1.38145
Niue	\$6.42163
Norfolk Island	\$4.19457
Norway	\$0.28466

Christmas Island	\$0.37676
Cocos Island	\$0.37676
Colombia	\$0.77026
Comoros	\$2.27729
Congo, Democratic Republic of the	\$1.33958
Congo, Republic of the	\$1.60750
Cook Islands	\$2.78801
Costa Rica	\$0.76189
Croatia	\$0.93771
Cuba	\$2.36102
Cyprus	\$1.00469
Czech Republic	\$0.98794
Denmark	\$0.28466
Diego Garcia	\$5.96115
Djibouti	\$1.64099
Dominica	\$1.05492
Dominican Republic	\$0.53583
East Timor	\$2.78801
Ecuador	\$0.87910
Egypt	\$1.38145
El Salvador	\$0.89585
Equatorial Guinea	\$3.63362
Eritrea	\$2.12659
Estonia	\$1.24749
Ethiopia	\$2.01775
Falkland Islands	\$2.15171
Faroe Islands	\$0.81212
Fiji	\$1.72471
Finland	\$0.28466
France	\$0.28466
French Antilles	\$0.89585
French Guiana	\$1.14702
French Polynesia	\$1.43168
Gabon	\$1.38982
Gambia	\$1.19725
Georgia	\$1.50703

Oman	\$1.66611
Pakistan	\$1.75820
Palau	\$1.95077
Palestine	\$0.96283
Panama	\$0.82050
Papua New Guinea	\$1.85030
Paraguay	\$1.06329
Peru	\$0.89585
Philippines	\$0.65305
Poland	\$0.75352
Portugal	\$0.37676
Qatar	\$1.61587
Reunion Island (Including Mayotte)	\$1.80844
Romania	\$1.08841
Russia	\$0.71165
Rwanda	\$2.10147
Saint Helena	\$3.47455
Saint Kitts and Nevis	\$0.89585
Saint Lucia	\$0.92934
Saint Pierre and Miquelon	\$0.84561
Saint Vincent and The Grenadines	\$1.02981
Samoa	\$1.60750
San Marino	\$0.62793
Sao Tome and Principe	\$3.89317
Saudi Arabia	\$1.38145
Senegal	\$1.89216
Serbia	\$1.00469
Seychelles	\$2.47823
Sierra Leone	\$1.66611
Singapore	\$0.46048
Slovakia	\$0.86236
Slovenia	\$0.86236
Solomon islands	\$4.62156
Somalia	\$3.10616
South Africa	\$0.72003
South Sudan	\$2.80475

Germany	\$0.25954
Ghana	\$1.08841
Gibraltar	\$1.08841
Greece	\$0.50234
Greenland	\$1.12190
Grenada	\$1.15539
Guadeloupe	\$0.87073
Guantanamo	\$3.49966
Guatemala	\$0.77026
Guinea	\$1.49029
Guinea-Bissau	\$2.73777
Guyana	\$1.84193
Haiti	\$1.33958
Honduras	\$1.04655
Hong Kong	\$0.37676
Hungary	\$0.77026
Iceland	\$0.72840
India	\$1.11353
Indonesia	\$0.89585
Iran	\$1.95077
Iraq	\$2.23543
Ireland	\$0.28466
Israel	\$0.46885
Italy	\$0.28466
Ivory Coast	\$2.05124
Jamaica	\$0.96283
Japan	\$0.30978
Jordan	\$1.55727
Kazakhstan	\$0.75352
Kenya	\$1.44843
Kiribati	\$2.16845
Korea, North	\$4.55459
Korea, South	\$0.40188
Kuwait	\$1.69960
Kyrgyzstan	\$1.33121

Spain	\$0.28466
Sri Lanka	\$1.74146
Sudan	\$2.23543
Suriname	\$2.04287
Swaziland	\$1.12190
Sweden	\$0.28466
Switzerland	\$0.28466
Syria	\$1.75820
Taiwan	\$0.46885
Tajikistan	\$0.84561
Tanzania	\$1.44843
Thailand	\$0.84561
Togo	\$1.79169
Tonga	\$1.80844
Trinidad and Tobago	\$0.92096
Tunisia	\$1.06329
Turkey	\$0.86236
Turkmenistan	\$1.72471
Turks and Caicos Islands	\$0.97120
Tuvalu	\$3.23175
Uganda	\$1.31447
Ukraine	\$1.08004
United Arab Emirates	\$1.02981
United Kingdom	\$0.13396
Uruguay	\$1.10516
Uzbekistan	\$0.98794
Vanuatu	\$5.30810
Vatican City	\$0.28466
Venezuela	\$0.66142
Viet Nam	\$1.98426
Wallis and Fortuna Islands	\$6.51373
Yemen	\$1.57401
Zambia	\$1.44843
Zimbabwe	\$1.19725

2.05 **Group Three (3) Cost and Payment.** AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act..

(a) At its sole option, SBBC may add Route It! for an additional One Hundred Fifty Dollars (\$150) per month, per toll-free number with a cap at Seven Hundred Fifty Dollars (\$750) per month. All requirements in Section 8.8.7 of the RFP can be met with the addition of Route It!.

(b) Section 8.4.22 of the RFP is replaced with: The following taxes and charges apply to all services proposed in Group 3 and are included in the pricing sheets. All taxes, fees, and surcharges are subject to change during the contract term:

- Federal Access Recovery Fee
- UCC Universal Connectivity Charge
- Admin Fee
- Federal Regulatory Fee
- Property Tax

(c) Group 3 Pricing is in accordance with the following schedule:

MONTHLY PRICE BREAKDOWN	List Price (per unit)	SBBC Price (per unit)	Discount off of List
<b>Cost per Concurrent Call Path per month</b>			
1000 CCP	\$100,468.80	\$9,461.64	91%
Additional costs for circuits or other infrastructure to provide service	\$847.80	\$490.38	42%

(d) Group 3 Miscellaneous pricing is in accordance with the following schedule:

Description	Price
Cost per Concurrent Call Path per month (1 CCP)	\$9.46000
Cost per Concurrent Call Path per month (500 CCP)	\$9.46000
Usage Charges:	
Cost per minute for Local Inbound and Outbound calling (if any)	\$0.00000
Cost per minute for Long-distance Inbound and Outbound calling (if any)	\$0.02790
Cost per month per Toll-free Number	
Cost per minute per Toll-free Inbound call:	\$0.02790
Cost per operator assistance call:	\$0.85000
Cost per month per DID number:	\$0.00
Cost to port numbers to the SIP service being offered (per DID):	\$0.00

(e) Group 3 International Pricing is in accordance with the following schedule:

International Market Name	Per-Minute Price	International Market Name	Per-Minute Price
Afghanistan	\$1.02478	Laos	\$1.24581
Albania	\$0.64300	Latvia	\$0.50234
Algeria	\$0.47555	Lebanon	\$0.62960

American Samoa	\$0.36839
Andorra	\$0.22773
Angola	\$0.77026
Anguilla	\$0.42867
Antarctica (Casey)	\$2.53181
Antarctica (Scott)	\$2.53181
Antigua and Barbuda	\$0.35499
Argentina	\$0.30810
Armenia	\$0.57602
Aruba	\$0.26122
Ascension Island	\$1.52780
Australia	\$0.12056
Austria	\$0.13396
Azerbaijan	\$0.58272
Bahamas	\$0.21433
Bahrain	\$0.52914
Bangladesh	\$0.73677
Barbados	\$0.39518
Belarus	\$0.50167
Belgium	\$0.12056
Belize	\$0.51574
Benin	\$0.46216
Bermuda	\$0.22773
Bhutan	\$1.16544
Bolivia	\$0.44876
Bosnia and Hercegovina	\$0.41527
Botswana	\$0.44876
Brazil	\$0.24113
British Virgin Islands	\$0.31480
Brunei	\$0.48895
Bulgaria	\$0.35499
Burkina Faso	\$0.63630
Burundi	\$1.06497
Cambodia	\$1.29940
Cameroon	\$0.65640
Canada	\$0.06698
Cape Verde	\$0.58942
Cayman Islands	\$0.29471
Central African Republic	\$0.93771
Chad	\$1.48694
Chile	\$0.24113

Lesotho	\$0.60951
Liberia	\$0.63697
Libya	\$0.66309
Liechtenstein	\$0.16075
Lithuania	\$0.58406
Luxembourg	\$0.15405
Macao	\$0.47555
Macedonia	\$0.40188
Madagascar	\$1.75486
Malawi	\$0.62826
Malaysia	\$0.26122
Maldives	\$1.25753
Mali	\$0.73007
Malta	\$0.45546
Marshall Islands	\$0.54253
Mauritania	\$0.72338
Mauritius	\$0.68989
Mayotte	\$0.94441
Mexico (M1 & M2)	\$0.16075
Mexico (M3 & M4)	\$0.16075
Federated States of Micronesia	\$0.84394
Moldova	\$0.61621
Monaco	\$0.15405
Mongolia	\$1.14534
Montenegro	\$0.40857
Montserrat	\$0.47555
Morocco	\$0.48225
Mozambique	\$0.85064
Myanmar	\$1.29940
Namibia	\$0.52244
Nauru	\$2.62558
Nepal	\$0.74347
Netherlands	\$0.11386
Netherlands Antilles	\$0.33490
Nevis	\$0.36169
New Caledonia	\$0.79705
New Zealand	\$0.22773
Nicaragua	\$0.40857
Niger	\$0.67649
Nigeria	\$0.54923
Niue	\$2.69256



China	\$0.34159
Christmas Island	\$0.15405
Cocos Island	\$0.15405
Colombia	\$0.31480
Comoros	\$0.94441
Congo Republic	\$0.64300
Congo (Zaire), Democratic Rep.	\$0.63630
Cook Islands	\$1.23141
Costa Rica	\$0.30141
Croatia	\$0.38178
Cuba	\$1.09812
Cyprus	\$0.40857
Czech Republic	\$0.39518
Denmark	\$0.11386
Diego Garcia	\$2.41125
Djibouti	\$0.66309
Dominica	\$0.42197
Dominican Republic	\$0.21433
East Timor	\$1.11855
Ecuador	\$0.35499
Egypt	\$0.56263
El Salvador	\$0.36169
Equatorial Guinea	\$1.46015
Eritrea	\$0.85733
Estonia	\$0.50234
Ethiopia	\$0.83054
Faroe Islands	\$0.32820
Falkland Islands	\$2.07502
Fiji	\$0.69658
Finland	\$0.11386
France	\$0.11386
French Antilles	\$0.36169
French Guiana	\$0.46216
French Polynesia	\$0.58272
Gabon	\$0.61755
Gambia	\$0.91695
Georgia	\$0.61621
Germany	\$0.10717
Ghana	\$0.44206
Gibraltar	\$0.44206

Norfolk Island	\$2.02411
Norway	\$0.11386
Oman	\$0.64300
Pakistan	\$0.72338
Palau	\$0.80375
Panama	\$0.33490
Papau New Guinea	\$0.92431
Paraguay	\$0.42197
Peru	\$0.36169
Philippines	\$0.26122
Poland	\$0.30141
Portugal	\$0.15405
Qatar	\$0.64970
Reunion	\$0.73007
Romania	\$0.43425
Russia	\$0.28801
Rwanda	\$0.84394
San Marino	\$0.25452
Sao Tome and Principe	\$1.77528
Saudi Arabia	\$0.54923
Senegal	\$0.78366
Serbia	\$0.40857
Seychelles	\$1.09812
Sierra Leone	\$0.67649
Singapore	\$0.16745
Slovakia	\$0.34159
Slovenia	\$0.34159
Solomon Islands	\$1.85532
Somalia	\$1.25251
South Africa	\$0.29471
Spain	\$0.11386
Sri Lanka	\$0.70328
Saint Helena	\$2.32485
Saint Kitts	\$0.36169
Saint Lucia	\$0.36839
Saint Pierre and Miquelon	\$0.34159
Saint Vincent & The Grenadines	\$0.42197
Sudan	\$0.90422
Suriname	\$0.83054
Swaziland	\$0.45546

Greece	\$0.18754	Sweden	\$0.10717
Greenland	\$0.63697	Switzerland	\$0.11386
Grenada	\$0.46216	Syria	\$0.72338
Guadeloupe	\$0.34829	Taiwan	\$0.18084
Guantanamo	\$1.46015	TajiSkistan	\$0.32820
Guatemala	\$0.31480	Tanzania	\$0.57602
Guinea-Bissau	\$1.13865	Thailand	\$0.33490
Guinea	\$0.65606	Togo	\$0.72338
Guyana	\$0.74347	Tonga	\$0.87676
Haiti	\$0.54253	Trinidad and Tobago	\$0.36839
Honduras	\$0.42197	Tunisia	\$0.81581
Hong Kong	\$0.15405	Turkey	\$0.33490
Hungary	\$0.30810	Turkmenistan	\$0.70998
Iceland	\$0.28801	Turks and Caicos Islands	\$0.38848
India	\$0.44876	Tuvalu	\$1.82049
Indonesia	\$0.36169	Uganda	\$0.54253
Iran	\$0.78366	Ukraine	\$0.43536
Iraq	\$0.93101	United Arab Emirates	\$0.41527
Ireland	\$0.11386	United Kingdom	\$0.05358
Israel	\$0.19424	Uruguay	\$0.39518
Italy	\$0.11386	Uzbekistan	\$2.13664
Ivory Coast	\$0.82384	Vanatu	\$0.96952
Jamaica	\$0.38848	Vatican City	\$0.11420
Japan	\$0.12056	Venezuela	\$0.26792
Jordan	\$0.63630	Viet Nam	\$0.79705
Kazakhstan	\$0.30141	Wallis and Fortuna Islands	\$2.61889
Kenya	\$0.57602	Western Samoa	\$0.96450
Kiribati	\$1.84226	Yemen	\$0.63630
Korea, Democratic Peoples Rep.	\$1.83523	Zambia	\$0.57602
Korea, South	\$0.16075	Zimbabwe	\$0.48225
Kuwait	\$0.68319	Global Satellite Service	\$6.16075
Kyrgyzstan	\$0.54253	***Taxes, Fees & Surcharges are subject to Change***	

2.06 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2 to RFP FY21-037, then;
- Third: Addendum No. 1 to RFP FY21-037, then;
- Fourth: RFP FY21-037 – Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services, then;
- Fifth: Proposal submitted by AT&T in response to RFP FY21-037

2.07 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should AT&T come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.08 **AT&T Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.09 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide the employee records listed in this section to AT&T via a service desk ticket (currently called Remedy), for the following purposes:

- 1) to activate the phone or device to be used by the employee
- 2) provide support; troubleshoot and repair phone line issues
- 3) to facilitate communication while performing their job
- 4) for emergency communication calls

(b) SBBC will provide the following employee records to AT&T:

- 1) first and last name

- 2) SBBC position title
- 3) location number
- 4) SBBC phone number or extension

(c) AT&T shall not use the employee records listed in this section for any purpose other than those listed above or redisclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.10 **AT&T Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.11 **Inspection of AT&T's Records by SBBC.** AT&T shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months except as may be required by applicable law, SBBC may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding thirty-six (36) months, for the purpose of assessing the accuracy of AT&T's invoices to SBBC. SBBC may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Such reviews shall take place at a time and place agreed upon by the

parties. SBBC's normal internal invoices reconciliation procedures shall not be considered a review of AT&T's relevant billing records. All AT&T's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of AT&T directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by SBBC in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

(b) AT&T shall cooperate in any SBBC billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to SBBC any information that reveals the identity or confidential information of other AT&T customers or other AT&T INFORMATION that is not relevant to the purposes of the review.

(c) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to AT&T's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to AT&T pursuant to this Agreement.

(d) Notice of Inspection. SBBC's agent or its authorized representative shall provide AT&T reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(e) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to AT&T's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(f) Failure to Permit Inspection. Failure by AT&T to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any AT&T's claims for payment.

(g) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by AT&T in excess of three percent (3%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by AT&T. If the audit discloses billings or charges to which AT&T is not contractually entitled, AT&T shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(h) Inspection of Subcontractor's Records. If applicable, AT&T shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees")

providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by AT&T to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to AT&T pursuant to this Agreement and such excluded costs shall become the liability of AT&T.

(i) **Inspector General Audits.** AT&T shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To AT&T:	Lizmary Whyte, Client Solutions Executive 4 SLED AT&T Corp. 321 Southeast Second Street Delray Beach, Florida 33483
With a Copy to:	Esperanza Diaz-Bello, Client Solutions Executive 4 SLED AT&T Corp. 321 Southeast Second Street, Room 2A-38 Delray Beach, Florida 33483

2.13 **Background Screening.** AT&T shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of AT&T or its personnel providing any services under the conditions described in the previous sentence. AT&T shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AT&T and its personnel. The parties agree that the failure of AT&T to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to

*Agreement with AT&T Corp.*

terminate immediately with no further responsibilities or duties to perform under this Agreement. AT&T agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from AT&T's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.14 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AT&T shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AT&T shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. AT&T shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if AT&T does not transfer the public records to SBBC. Upon completion of the Agreement, AT&T shall transfer, at no cost, to SBBC all public records in possession of AT&T or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AT&T transfers all public records to SBBC upon completion of the Agreement, AT&T shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AT&T keeps and maintains public records upon completion of the Agreement, AT&T shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.15 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By AT&T: AT&T agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to

pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by AT&T, its agents, servants or employees; the equipment of AT&T, its agents, servants or employees while such equipment is AT&T's premises owned or controlled by SBBC; or the negligence of AT&T or the negligence of AT&T's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by AT&T, SBBC or otherwise.

2.16 **Insurance Requirements.** AT&T shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Per ISO form CG 00 01 or equivalent, AT&T shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate and General Annual Aggregate.

(b) **Professional Liability/Errors & Omissions.** AT&T shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** AT&T shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall be \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** AT&T shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 per accident or combined single limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Required insurance must be furnished within fifteen (15) days of the date of this Agreement AT&T to SBBC's Risk Management Department by Certificate of Insurance. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit AT&T to remedy any deficiencies. AT&T must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Required liability policies must include the following terms on the Certificate of Insurance:



- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are included as additional insured by endorsement under this Agreement.
- 2) All required liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. AT&T shall provide SBBC with at least thirty (30) days prior written notice of cancellation of any required coverage that is not replaced.

#### 2.17 Nondiscrimination.

(a) As a condition of entering into this Agreement, AT&T represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, AT&T shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall AT&T retaliate against any person for reporting instances of such discrimination. AT&T shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. AT&T understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.18 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.20 **Incorporation by Reference.** Exhibit A attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date

of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.22 **LIMITATION OF LIABILITY.** AT&T'S ENTIRE LIABILITY, AND SBBC'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES AND NOT CAUSED BY SBBC'S NEGLIGENCE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO SBBC FOR THE PERIOD OR SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES OR THE AMOUNT OF FEES PAID BY SBBC TO AT&T UNDER THIS AGREEMENT, IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

**THIS LIMITATION OF LIABILITY WILL NOT APPLY TO:** (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY CAUSED BY AT&T'S NEGLIGENCE; (II) BREACH OF SECTIONS, CONFIDENTIAL INFORMATION, PUBLITY OR TRADEMARKS; (III) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS FOR THIRD PARTY CLAIMS; (IV) DAMAGES ARISING FROM AT&T'S NEGLIGENCE OR 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 AND REVENUES OR INCREASED COST OF OPERATIONS.

**DISCLAIMER OF LIABILITY.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S NEGLIGENCE OR MISCONDUCT, ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, CONTENT, OR NETWORKS PROVIDED BY SBBC OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF SBBC'S, ITS AFFILIATES, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, NETWORK OR SYSTEMS.

IF THERE IS ANY CONFLICT BETWEEN SECTION 3.22 ABOVE AND SECTION 2.15 IN THIS AGREEMENT, THE TERMS AND CONDITIONS OF SECTION 2.15 SHALL CONTROL.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date first above written.

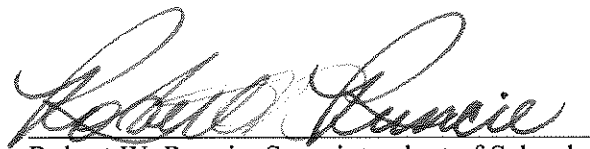
This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized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

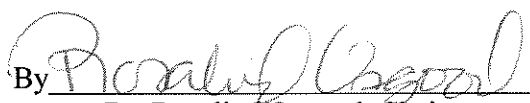
**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya Moore  
Reason: AT&T Corp. Agreement  
Date: 2020.12.09 11:04:39 -05'00'

\_\_\_\_\_  
Office of the General Counsel

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**FOR AT&T:**

(Corporate Seal)

ATTEST:

AT&T CORP.

By Michelle Senderson  
Signature

Printed Name: Michelle Senderson

Title: Lead Solutions Architect

12/09/2020

\_\_\_\_\_, Secretary

-or-

Carla McConnell  
Witness

Brandon Trotter  
Witness

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## **EXHIBIT A**

### **Acceptable Use Policy**

#### **Introduction**

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T Acceptable Use Policy ("AUP") is designed to help achieve these goals.

**By using IP Service(s), as defined below, SBBC agrees to comply with this Acceptable Use Policy and to remain responsible for its users. AT&T reserves the right to change or modify the terms of the AUP at any time, effective when posted on AT&T's web site at [www.att.com/aup](http://www.att.com/aup). SBBC's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.**

#### **Scope of the AUP**

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

#### **Prohibited Activities**

##### **General Prohibitions:**

AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

##### **Unlawful Activities:**

IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

##### **Violation of Intellectual Property Rights:**

IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

##### **Threatening Material or Content:**

IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

##### **Inappropriate Interaction with Minors:**

AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit [www.ncmec.org](http://www.ncmec.org) or [www.att.com/safety](http://www.att.com/safety).

##### **Child Pornography:**

IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: [cp@abuse-att.net](mailto:cp@abuse-att.net). AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

##### **Spam/E-mail/Usenet Abuse:**

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.



Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the SBBC does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

#### **Security Violations**

SBBC is responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow SBBC's account to stay logged on while SBBC is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

#### **SBBC Responsibilities**

SBBC remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

SBBC is responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

#### **AUP Enforcement and Notice**

SBBC's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of SBBC's IP Services. When feasible, AT&T may provide SBBC with a notice of an AUP violation via e-mail or otherwise allowing SBBC to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when AT&T reasonably determines that the SBBC's use of the affected IP Services may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected; (3) interfere with another AT&T Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers.

#### **Copyright Infringement & Digital Millennium Copyright Act**

AT&T respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like AT&T. In accordance with the DMCA and other applicable laws, AT&T maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if SBBC is found to be a repeat infringer and/or if SBBC's IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). AT&T may terminate IP Services at any time with or without notice to SBBC.

AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted by SBBC or any other users of the IP Services. However, AT&T will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for SBBC's account will be used as a factor in determining whether SBBC is a repeat infringer. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

#### **Incident Reporting**

Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to [abuse@att.net](mailto:abuse@att.net). Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

#### **DMCA Copyright Notifications:**

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send AT&T a valid notification of claimed copyright infringement under the DMCA. For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html>. AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Registered Copyright Agent  
4825 Creekstone Drive, Suite 300

Durham, NC 27703  
E-mail: [copyright@att.com](mailto:copyright@att.com)

Due to the substantial volume of notifications of claimed infringement that AT&T receives and processes, we are unable to accept notices of alleged copyright infringement via this designated agent or email address other than notifications of claimed infringement sent pursuant to Sections 512(b)–(d).

AT&T also provides transitory digital network communications services, pursuant to 17 U.S.C. § 512(a). In connection with such services, AT&T provides an online form that copyright holders should use to send notifications related to alleged copyright infringement by its users based on the standards of the Automated Copyright Notice System (ANCS). Copyright holders should use this online form to submit complaints related to alleged peer-to-peer file sharing (i.e. sharing media files via peer-to-peer networking technology), or other forms of copyright notice other than those sent pursuant to Sections 512(b)–(d) of the DMCA ("ISP Conduit Notices"). By submitting complaints using this online form, we are able to more efficiently manage and process ISP Conduit Notices. Due to the substantial volume of copyright notices that AT&T receives, we are unable to guarantee processing of ISP Conduit Notices that are sent by other means. Copyright holders can access AT&T's online form at [att.com/p2pnotices](http://att.com/p2pnotices). Please note that copyright holders must complete all fields in the online form before submitting.

**Contact Information:**

Any notification that AT&T sends to SBBC pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T or may be in writing to SBBC's address of record. It is SBBC's responsibility to promptly notify AT&T of any change of contact information.

June 10, 2024 - Funding Verification for Telephone Services Citywide.

Authorization for the City's Administration to Negotiate a Master Services Agreement with ATT.

## FY 2024 Budget

## FY 2025 Budget

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE INTERIM CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE A MASTER SERVICES AGREEMENT WITH AT&T FOR TWO (2) YEARS, RETROACTIVE TO FEBRUARY 21, 2024, WITH ONE (1) ONE-YEAR OPTION TO RENEW; AND FURTHER, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE MASTER SERVICES AGREEMENT AND ANY ADDITIONAL DOCUMENTS NECESSARY TO ADD ADDITIONAL SERVICE(S) WITH AT&T, AS NEEDED TO MEET THE CITY'S REQUIREMENTS, FOR AN ANNUAL COST NOT TO EXCEED THE AMOUNT APPROPRIATED THROUGH THE CITY'S BUDGETARY PROCESS.

**WHEREAS**, in 2018, Commission adopted Resolution 20218-30393 authorizing the Administration to enter into negotiation with the sole proposer, AT&T Corporation and further, authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiation by the Administration; and

**WHEREAS**, the current contract, pursuant to RFP 2018-154-JC, was originally set to expire on February 21, 2024; and

**WHEREAS**, in anticipation of the expiring Agreement, on September 13, 2023, the Administration issued an Invitation to Bid (ITB) 2024-001-LB seeking proposals from qualified service providers to deliver telecommunications services to all Citywide facilities; and

**WHEREAS**, on November 2, 2023, bids were received from the following: Comcast Business Communications LLC, Ooma, Inc., Cogeco US Enterprise, LLC d/b/a Breezeline, and AT&T Corp; and

**WHEREAS**, because none of the proposals complied with the requirements of the ITB, all submittals were deemed non-responsive and cannot be considered; and

**WHEREAS**, the Administration requested, per the agreement, to extend the current agreement on a month-to-month basis to continue services until such time that a new contract is awarded; and

**WHEREAS**, on January 31, 2024, a month-to-month letter was sent to AT&T Corp. However, due to unannounced turnover with the City's account team, the letter was never received by the current representative; and

**WHEREAS**, on February 14, 2024, the Administration received a response from

AT&T Legal and Contracting Team stating that AT&T was unable to honor the existing rates on a month-to-month basis; and

**WHEREAS**, upon expiration of the current agreement, all the services under this contract will increase as a result of current prices structures; and

**WHEREAS**, AT&T Corp. is focused on migrating its customers off of legacy, unreliable telecommunication services and has ceased the sale of legacy circuits and services, except for current customers; and

**WHEREAS**, AT&T Corp. will discontinue support of these legacy services in the coming years as customers transition to modern, reliable services; and

**WHEREAS**, the products and services obtained under this contract are critical to operations and are necessary to ensure uninterrupted internal City communications as well as external communications with constituents; and

**WHEREAS**, while RFP 2018-154-JC was sent to nine-hundred fifty-six (956) vendors and was accessed by one-hundred forty-one (141) vendors, on May 16, 2018, the City received one (1) proposal, from AT&T Corporation; and

**WHEREAS**, prior to requesting this 5/7th waiver of this designated purchase, extensive market research was conducted to determine different procurement options pursuant to Section 2-369 of the Miami Beach City Code to explore potential competitive options already available in the market; and

**WHEREAS**, these market studies showed that other large customers that had traditionally provided piggyback options were in the process of executing bid waivers as they experience similar transition challenges; and

**WHEREAS**, the State of Florida's DMS services contract was also analyzed and was shown to offer only partial services at elevated rates; and

**WHEREAS**, staff analysis of potential piggyback options yielded no ideal suitors, as shown below:

Miami-Dade: The County awarded Contract No. BW9403-3/19 Bid Waiver on November 15, 2011, for a five-year term with three, one-year option to renew terms through February 15, 2020. On January 22, 2024, Miami-Dade extended the current contract for an additional three (3) years, with two (2), one-year option ending February 15, 2025; and

City of Miami: Resolution: R-17-0302 Finding a Sole Source waiving the requirement for competitive seal bidding and approving the award of the Sole Source on June 17, 2017, effective August 14, 2017, through August 13, 2024; and

Broward County Public School Board: Board Meeting approved FY21-037- Telecommunications with a term of commencing on December 29, 2020, through June 30, 2024, with three (3) one-year renewal.

1. The Services being provided are different from the City's needs.

2. The pricing is much higher than the City currently pays and would otherwise pay.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor And City Commission hereby accept the recommendation of the Interim City Manager and waiving, by 5/7th vote, the City's competitive bidding requirement, finding such waiver to be in the best interest of the City; authorize the Administration to negotiate a master services agreement with AT&T for two (2) years, retroactive to February 21, 2024, with one (1) one-year option to renew; and further, authorize the Interim City Manager to execute the master services agreement and any additional documents necessary to add additional service(s) with AT&T, as needed to meet the City's requirements, for an annual cost not to exceed the amount appropriated through the City's budgetary process.


**PASSED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Steven Meiner, Mayor

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *DK* Date *6/25/2024*