

IN RE: #11/12-130 AD9

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FEB 4-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	02/15/18	<div style="text-align: right;"> RECEIVED FEB 27 2018 <i>Clay County Attorney's Office</i> </div>
Staff Member Preparing Form:	M. Sturdivant/ Troy Nagle	
Department Submitting Contract:	MIS	
Vendor Name:	ATT ASE	
Contract Title:	ASE NETWORK SERVICES	
*Please type N/A below next to items not applicable.		
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Need to waive bid policy:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Requested Action: (Please type below)		
APPROVAL OF NEW ASE CONTRACT		
Add on #9 for		
Background/Purpose: (Please type below)		
FOR NETWORK CIRCUITS		
Funding Source		
Account Number:		
001-0107-541100		
FULL Account Name:		
GENERAL FUND- MIS		
TELECOMMUNICATIONS		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2-27-18		

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/27/18		

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/27/18		

County Attorney:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3-20-18		

Recommended Changes: (Please type below)

*Sole Source Documentation is incomplete. *The AT&T MA Reference No. 201209058053UA is identical to the Master Contract #11/12-130, which currently is in its 8th Add-on version. Is this intended to be a renewal of Agreement #11/12-130, a new Stand-alone Agreement, Add-on #9 or other? The answer will determine who is identified in the records. The review sheet reflects a new Agreement, which if so will result in a disconnect from the Master Agreement and the 8 Add-ons. *Looking at the Addendum/Scrutinized Certificate & Sole Source Form... are we contracting with AT&T or AT&T ASE... ASE stands for...?

*Sole Source Explanation: (Please type below)

*CURRENT UTILITY PROVIDER. Approved for Future Sole Source usage via BCC action on 10/26/2010.
See notes on document
Q: re: Sole Source?

2018 FEB 21 A 9 21

RECEIVED
PURCHASING DIVISION



AT&T SWITCHED ETHERNET SERVICESSM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

AT&T MA Reference No. 201209058053UA

AT&T Contract ID No. ASEFXNH1H

Customer	AT&T
Clay County Board Of <u>County Commissioners</u> Street Address: 477 Houston St City: Green Cove Springs State/Province: FL Zip Code: 32043 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Troy Nagle Title: Information Services Director Street Address: 2519 SR 16 W City: Green Cove Springs State/Province: FL Zip Code: 32043 Country: USA Telephone: 9042783771 Email: troy.nagle@claycountygov.com	Name: Chris Wadley Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 9044763100 Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: Gov Ed Sales Region: Southeast With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in Attachment A.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by May 22, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

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

Service	AT&T Switched Ethernet Service SM	
Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.		

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	47% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by May 22, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – FLORIDA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Clay County Board Of

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / OEM1M	0	27	\$150.00	\$4,050.00	\$1,925.00	\$0.00	\$0.00
Customer Port Connection - 1 Gig / Basic / OEM1G	0	4	\$250.00	\$1,000.00	\$2,100.00	\$0.00	\$0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM10	0	3	\$175.00	\$525.00	\$150.00	\$0.00	\$0.00
20Mb CIR / Business Critical Medium - Basic Only / OEM20	0	20	\$230.00	\$4,600.00	\$150.00	\$0.00	\$0.00
50Mb CIR / Business Critical Medium - Basic Only / OEM50	0	4	\$250.00	\$1,000.00	\$150.00	\$0.00	\$0.00
250Mb CIR / Business Critical Medium - Basic Only / OEM2F	0	4	\$415.00	\$1,660.00	\$150.00	\$0.00	\$0.00
Diverse Access / n/a / OEMDA	0	2	\$67.50	\$135.00	\$600.00	\$0.00	\$0.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	0	0	\$375.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Business Critical Medium - Basic Only / OEM5H	0	0	\$500.00	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	0	0	\$600.00	\$0.00	\$150.00	\$0.00	\$0.00
Enhanced MultiCast (Per Port) / n/a / OEMEM	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$12,970.00			\$0.00
*If the standard NRC exceeds the billed NRC, the difference has been waived. Charges for special construction, if needed, may also apply.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2 Initial New and Existing Sites and Service Configuration**Table 1 - Complete a line for each Customer Port Connection.**

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	175 Oriole St	Keystone Heights	FL	Existing	ATT Florida
2	3984 Strd 16 W	Green Cove Springs	FL	Existing	ATT Florida
3	500 N Orange Ave	Green Cove Springs	FL	Existing	ATT Florida
4	2519 State Road 16 W	Green Cove Springs	FL	Existing	ATT Florida
5	403 Ferris St	Green Cove Springs	FL	Existing	ATT Florida
6	2385 Masters Rd	Middleburg	FL	Existing	ATT Florida
7	290 Branscomb Rd	Green Cove Springs	FL	Existing	ATT Florida
8	303 S Oakridge Ave	Green Cove Springs	FL	Existing	ATT Florida
9	5105 Sweat Rd	Green Cove Springs	FL	Existing	ATT Florida
10	3394 Peoria Rd	Orange Park	FL	Existing	ATT Florida
11	5283 County Road 218	Middleburg	FL	Existing	ATT Florida
12	3809 Knowles Pit Rd	Green Cove Springs	FL	Existing	ATT Florida
13	3194 Camp Chowenwaw Rd	Green Cove Springs	FL	Existing	ATT Florida
14	4003 Everett Ave, Middleburg	Middleburg	FL	Existing	ATT Florida

WK# - TCAL and ILEC - Intrastate - TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
15	207 Blanding Blvd	Orange Park	FL	Existing	ATT Florida
16	5 Esplande Av	Green Cove Springs	FL	Existing	ATT Florida
17	1895 Town Center Blvd	Orange Park	FL	Existing	ATT Florida
18	477 Houston St	Green Cove Springs	FL	Existing	ATT Florida
19	135 Sw Flamingo St	Keystone Heights	FL	Existing	ATT Florida
20	216 Sleepy Hollow Rd	Middleburg	FL	Existing	ATT Florida
21	825 N Orange Ave	Green Cove Springs	FL	Existing	ATT Florida
22	5995 Pine Ave	Orange Park	FL	Existing	ATT Florida
23	2054 Plainfield Ave	Orange Park	FL	Existing	ATT Florida
24	1478 Park Ave	Orange Park	FL	Existing	ATT Florida
25	2025 Smith St	Orange Park	FL	Existing	ATT Florida
26	3545 Rosemary Hill Rd	Green Cove Springs	FL	Existing	ATT Florida
27	2245 Aster Ave	Middleburg	FL	Existing	ATT Florida
28	2519 State Road 16 W	Green Cove Springs	FL	Existing	ATT Florida
29	1565 County Road 315	Green Cove Springs	FL	Existing	ATT Florida
30	4030 Ivory Xing	Orange Park	FL	Existing	ATT Florida
31	6837 County Road 315	Keystone Heights	FL	Existing	ATT Florida

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
2	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
4	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
5	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
6	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
7	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
8	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
9	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
10	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
11	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
12	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
13	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
14	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
15	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
16	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
17	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
18	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
19	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
20	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
21	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
22	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
23	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
24	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
25	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
26	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
27	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
28	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
29	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
30	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
31	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallback	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	Yes	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallover	Enhanced Multicast
6	N/A	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A
19	N/A	N/A	N/A	N/A	N/A
20	N/A	N/A	N/A	N/A	N/A
21	N/A	N/A	N/A	N/A	N/A
22	N/A	N/A	N/A	N/A	N/A
23	N/A	N/A	N/A	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A
25	N/A	N/A	N/A	N/A	N/A
26	N/A	N/A	N/A	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A
28	N/A	N/A	Yes	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A

End of Document

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. **PUBLIC RECORDS LAW:** The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the 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;

(c) 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 term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gavin Rollins
Its Chairman

Contractor Name: AT&T

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: ASE Contract
INSERT PROJECT NAME]

Name of Company:¹ AT&T

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

AT&T

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.