

RESOLUTION NO. 2014- 107

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LINE SYSTEMS, INC., WEST CHESTER, PA, FOR TELECOMMUNICATIONS SERVICES.

WHEREAS, The City of Vineland telecommunications is services by three (3) providers; and

WHEREAS, the Director of Information Systems (IS) has determined that the City's interests are better served by one provider which will be a cost savings and further that telecommunications is a services which is subject to the jurisdiction of the Board of Public Utilities; and

WHEREAS, the cost for said services to the City as outlined in the Agreement is \$11,955.55 per month for a total of \$143,466.60 per annum; and

WHEREAS, the Local Public Contracts Law [NJS 40A:11-5(1)(f)] permits a municipality to award a contract without public advertising for bids provided the contract is for the supplying of any product by a public utility which is subject to the jurisdiction of the Board of Public Utilities in accordance with tariffs and schedule of charges made, charged or exacted and filed with the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a contract for telecommunication services as described in the contract attached.

Adopted:

\_\_\_\_\_  
President of Council

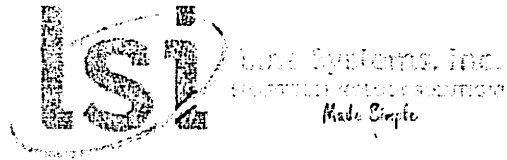
ATTEST:

\_\_\_\_\_  
City Clerk

## ***VINELANDTelecommunications Service***

We supplied two companies our current Phone service bills for them to review and provide us the same services, on top of any saving they would be able to supply us we asked to see if they could recommend any other changes for additional savings. As part of this request we asked for the companies to change how our telecommunication servers would be terminated, that being we wanted to change from copper based termination (T1/PRI), to Fiber optic terminations (SIP). By changing the type of termination we change the type of technology we will be utilizing for telecommunications. The fiber connection will give us a 100MB Ethernet connection. This connection will be utilized as a redundant connection to the internet giving us business continuity in case that our main connection to the internet, which we receive from the Vineland BOE, either fails, for any reason, or is taken down for service we will continue to have access to the internet. This continued access will allow for email to continue to be sent and received, our Police, Fire and EMS vehicles to continue to communicate to their networked based systems as well as keeping our web presence functioning. It is extremely important to keep our internet access available for our first responder's safety as well as for the safety of our citizens; we also have requirements with the utilities to upload reports by 12 pm daily to PJM. If we fail to upload the reports we can be fined extraordinary amounts for being late or failing to provide the documentation. These were just a few reasons why we should have this connection of business continuity.

After reviewing both companies quotes Broadview only provided costs for part of the telecommunication services we need and use. With that we reviewed that quote with the one from Lines Systems Inc. on a one for one basis and Line Systems Inc. came in with the best price.



## Addendum to Terms and Conditions, Service Level Agreement

Customer has been extended the following SLA addendum in consideration for the service experience to date. If the conditions below are not met or chronic thresholds exceeded, Customer shall have the right to exercise the opt out clause, without agreement termination liability.

### Modification to Agreement:

#### Service Availability.

- **1.1** Service is guaranteed to be available 99.997% of the time. Service will be considered unavailable if the LSI Broadband Network is unable to send or receive traffic. The LSI Broadband Network includes Customer's access port (the port on the LSI aggregation router upon which Customer's Circuit terminates) and the LSI Broadband backbone network. The LSI Broadband backbone network includes LSI owned and controlled routers and Circuits (including any transit connections). The guarantee does not include the local access Circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or Customer's Local Area Network (LAN), nor does it include scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other Internet service provider (ISP) networks, or Force Majeure Events.
- **1.2** An outage is deemed to commence upon LSI's verification of a disruption of Service as reported by Customer pursuant to LSI's trouble ticketing procedures ("Outage"). An Outage is deemed to end when Service is fully operative, less any delay experienced by LSI while either awaiting additional Service information from Customer or access to Customer Premises. If Customer reports that Service is inoperative, but refuses to release it for testing and repair, the Service is considered impaired, but not an Outage for the purposes of this SLA. If credits are due for a particular Outage, credits will not be payable under Sections 2.0, 3.0 or 4.0 for the same Outage.
- **1.3** Throughput is guaranteed to be available from Customer Premise Equipment to the Line Systems Carrier Edge 99.99% of the time. Volume of throughput is specified per Sales Order and is limited to the amount of LSI High Speed Broadband Services delivered. Throughput is guaranteed to be available from the Customer Premise Equipments to the Line Systems Carrier Edge with a minimum of 95% of the bandwidth available.
- **1.4** If Service becomes unavailable for reasons other than an Excused Outage, as defined in Section 5.0 below, Customer will be entitled to a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a per Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port for the particular month. Credits, in each case, are based on the cumulative unavailability of the affected Broadband port in a given calendar month as set forth in the following table:

For LSI High Speed Broadband Transit Service: Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit for Fixed MRC's
00:00:01 - 00:05:00	No Credit
00:05:01 - 00:45:00	5%
00:45:01 - 04:00:00	10%
04:00:01 - 08:00:00	20%
08:00:01 - 12:00:00	30%
12:00:01 - 16:00:00	40%
16:00:01 - 24:00:00	50%

24:00:01 or greater	100%
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- **2.0 Latency.** The latency service Level for LSI High Speed Broadband Transit Service is as set forth in the following table:

Route	Latency Service Level
Intra-footprint.	55 ms

- Latency is measured as an average round-trip delay over a calendar month for traffic on the LSI Broadband Network between gateways. Average latency is measured as the average of fifteen (15) minute samples across the LSI Broadband Network as taken throughout a calendar month. This Latency guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event of a latency delay in excess of 55 ms for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port for the particular month. Credits, in each case, are set forth in the following table:

Amount of Latency in Excess of Service Level	Service Level Credit for Fixed MRC's
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%
25.1 ms or greater	100%

- **3.0 Packet Loss Service Level.** The LSI Broadband Network is guaranteed to have a monthly average packet loss of no greater than 0.5% during any calendar month. Average packet loss is measured as the average of fifteen (15) minute samples across the LSI Broadband Network as taken throughout a calendar month. This packet loss guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event LSI does not meet this packet loss service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Packet Delivery	Service Level Credit for fixed MRC's
99.49%	10%
99 - 99.48%	20%
98 - 98.99%	30%
97 - 97.99%	40%
96 - 96.99%	50%

95.99% or less	100%
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- **4.0 Network Jitter Service Level.** The LSI Broadband Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. This jitter guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event LSI does not meet this jitter service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Amount of Jitter in Excess of Service Level	Service Level Credit for fixed MRC's
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%
25.1 ms or greater	100%

- **5.0 Excused Outage.** An "Excused Outage" is an outage: (i) caused by the acts or omissions of Customer and/or its End User or agents; (ii) due to failure of power or customer premise based equipment; (iii) caused by the failure or malfunction of non-LSI equipment or systems, including off-net local loops or cable broadband services; (iv) related to a Force Majeure Event; (v) during any period in which LSI is not given access to the Premises; or (vi) caused by maintenance.
- **6.0 Chronic Outage.** Customer may elect to disconnect the affected Service(s) prior to the end of the Service Term without incurring early termination charges if, for reasons other than an Excused Outage, Service experiences an Outage: (i) on four (4) or more separate occasions of more than six (6) hours each in a given calendar month; or (ii) a single continuous Outage of more than thirty-six (36) hours in the aggregate in any calendar month. Customer may only terminate Service by providing LSI written notice of such Chronic Outage within thirty (30) days after the event(s) giving rise to a right of termination. Except for any credits that have accrued pursuant to this SLA, Section 6.0 sets forth the sole and exclusive remedy of Customer for Chronic Outages. Finally should LSI fail to meet the expectations defined herein and the Customer elects to terminate the relationship, the Customer would not be subject the agreement termination penalties outlined in the Dedicated Services Agreement section 2.
- **7.0 Credit Limits and Reporting Procedures.** Total credits awarded for Service during any calendar month for failure to meet any one or more of the guarantees set forth in this SLA shall not exceed the total monthly recurring charge for the affected Service. To be eligible for a credit, Customer must report any failure(s) by contacting LSI Customer Care and opening a trouble ticket. Customer shall comply fully with any information requests made by LSI in connection with the Outage.

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 Customer

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 Line Systems Inc.

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 Date

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 Date



## Dedicated Services Agreement

LSI Sales Rep: Matt Ragan		LSI Rep ID: MH03	PID: V754	Existing Account Number:	
Customer Name: City Of Vineland Main					
Billing Address: 640 East Wood Street				County:	
City: Vineland		State: NJ		ZIP: 08360	
Contact:		Phone:		E-Mail:	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No		E-Billing: Yes (if no, \$3.89/mth)		Contract Term: 36 Months	
If Yes, please supply Federal and/or State tax exemption documents.					

### Rate Schedule

Location Name	PID	LOCAL CHARGES	Qty	Unit Price	MRC	NRC
640 East Wood Street	ON100	100 Mbps LSI On-E	1	\$1850.00	\$1,850.00	\$0.00
640 East Wood Street	E0048	Cisco 3825 Router - Ethernet	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	INSTALL	On-E Install - 3 year term	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	STU	SIP trunk - Unlimited	60	\$15.25	\$915.00	\$0.00
640 East Wood Street	INSTALL	SIP Trunk Service Activation Fee	60	\$0.00	\$0.00	\$0.00
640 East Wood Street	INSTALL	SIP Porting Fee	1	\$15.00	\$0.00	\$15.00
640 East Wood Street	T1P1	1.5M PRI T1 (TDM)- MRC	1	\$499.00	\$499.00	\$0.00
640 East Wood Street	DID20	DID Block (20 numbers) - MRC	4	\$5.00	\$20.00	\$0.00
640 East Wood Street	CLT	Additional Directory Listing	96	\$3.50	\$336.00	\$0.00
640 East Wood Street	PICCD	PICC Fee -Dedicated	1	\$30.50	\$30.50	\$0.00
640 East Wood Street	CLC	Carrier Line Charge	2	\$4.95	\$9.90	\$0.00
640 East Wood Street	ARC	Access Recovery Charge	60	\$1.00	\$60.00	\$0.00
640 East Wood Street	OSS	OSS Charge	60	\$0.82	\$49.20	\$0.00
640 East Wood Street	INSTALL	Access Loop Install Charge - 3yr term	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$43.33	\$86.66	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	24	\$8.76	\$210.24	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	6	\$5.99	\$35.94	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	8	\$4.80	\$38.40	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$47.60	\$95.20	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	4	\$5.59	\$22.36	\$0.00

Street						
640 East Wood Street	SACIR	Analog Ckt - Local Channel	4	\$4.80	\$19.20	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	14	\$31.17	\$436.38	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	8	\$31.17	\$249.36	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$3.09	\$6.18	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	18	\$46.23	\$832.14	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$90.02	\$180.04	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$43.33	\$86.66	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$30.09	\$60.18	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	12	\$8.76	\$105.12	\$0.00
640 East Wood Street - 01	POTS	POTS - NJ (Cell 3) - MRC	42	\$11.70	\$491.40	\$0.00
640 East Wood Street - 01	NSDST	CALLER ID - NUMBER ONLY - MRC	1	\$4.00	\$4.00	\$0.00
640 East Wood Street - 01	VM30	VOICEMAIL- 30 MINUTE BOX	1	\$5.60	\$5.60	\$0.00
640 East Wood Street - 01	NPU	Non-Published Number	1	\$2.50	\$2.50	\$0.00
640 East Wood Street - 01	CF1	CFB (call fwd/busy)	1	\$0.00	\$0.00	\$0.00
640 East Wood Street - 01	FCC	FCC Subscriber Line Charge	42	\$6.63	\$278.46	\$0.00
640 East Wood Street - 01	PICCS	PICC Fee - Switched	42	\$4.28	\$179.76	\$0.00
640 East Wood Street - 01	CLC	Carrier Line Charge	42	\$4.95	\$207.90	\$0.00
640 East Wood Street - 01	ARC	Access Recovery Charge	42	\$1.00	\$42.00	\$0.00
640 East Wood Street - 01	OSS	OSS Charge	42	\$0.82	\$34.44	\$0.00
Miscellaneous Sites - 01	POTS	POTS - NJ (Cell 3) - MRC	147	\$11.70	\$1,719.90	\$0.00
Miscellaneous Sites - 01	RCF	REMOTE CALL FORWARDING - NJ - MRC	1	\$12.48	\$12.48	\$0.00
Miscellaneous Sites - 01	RCFAP	REMOTE CALL FORWARDING - NJ - Additional Path - MRC	3	\$12.48	\$37.44	\$0.00
Miscellaneous Sites - 01	CF3	CALL FORWARDING - DON'T ANSWER - MRC	2	\$2.15	\$4.30	\$0.00
Miscellaneous Sites - 01	NSDST	CALLER ID - NUMBER ONLY - MRC	3	\$4.40	\$13.20	\$0.00
Miscellaneous Sites - 01	VM30	VOICEMAIL- 30 MINUTE BOX	1	\$5.60	\$5.60	\$0.00
Miscellaneous Sites - 01	NPU	Non-Published Number	27	\$2.50	\$67.50	\$0.00

Miscellaneous Sites - 01	CLT	Additional Directory Listing	3	\$3.50	\$10.50	\$0.00
Miscellaneous Sites - 01	FCC	FCC Subscriber Line Charge	147	\$6.63	\$974.61	\$0.00
Miscellaneous Sites - 01	PICCS	PICC Fee - Switched	147	\$4.28	\$629.16	\$0.00
Miscellaneous Sites - 01	CLC	Carrier Line Charge	148	\$4.95	\$732.60	\$0.00
Miscellaneous Sites - 01	ARC	Access Recovery Charge	148	\$1.00	\$148.00	\$0.00
Miscellaneous Sites - 01	OSS	OSS Charge	147	\$0.82	\$120.54	\$0.00
				<b>TOTAL</b>	<b>\$11,955.55</b>	<b>\$15.00</b>

**Usage Rates**

Usage Rates - Outbound		
Type of Call	Switched	Dedicated
Local	\$0.0100	\$0.0120
IntraLATA	\$0.0290	\$0.0350
IntraState	\$0.0290	\$0.0350
InterState	\$0.0290	\$0.0350

Usage Rates - Inbound		
Type of Call	Switched	Dedicated
IntraState	\$0.0390	\$0.0350
InterState	\$0.0390	\$0.0350
Conference Calling	\$0.08	
Directory Assistance	\$1.50	\$1.50

*Should bundled minutes be provided below, the above rates are utilized for any overage in usage. Unless otherwise indicated, International Rates for both outbound and inbound calling are standard and are available via the LSI website at [www.linesystems.com](http://www.linesystems.com) portal or via your LSI account representative. Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted in the Rate Schedule.*



**Service Location Listing**

Location Name	Street	City	State	Zip	MRC	NRC
640 East Wood Street	640 East Wood Street	Vineland	NJ	08362	\$6,233.66	\$15.00
640 East Wood Street - 01	640 East Wood Street	Vineland	NJ	08362	\$1,246.06	\$0.00
Miscellaneous Sites - 01		Vineland	NJ	08362	\$4,475.83	\$0.00
					<b>\$11,955.55</b>	<b>\$15.00</b>

By signing this Agreement, I hereby authorize Line Systems, Inc. to provide the Services listed herein and on any/all attachments. I agree to pay all charges incurred on my LSI account and to adhere to the Terms and Conditions attached to this Service Agreement and contained in LSI's applicable tariffs. I represent that I am authorized to make these selections for the telephone lines and services listed.

Customer (Print):	Line Systems, Inc. (Print):
Authorized Signature:	Authorized Signature:
Title:	Title:
Date:	Date: