



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



Please indicate: Visa Purchase Purchase Order

Single Purchase (For current FY) Blanket Purchase (Ongoing purchases for current FY) Change Order Amendment

DEPARTMENT/DIVISION: CMO/IT

NAME OF REQUESTOR: Vicki Edwards

If Applicable: COMMISSION MEETING DATE: 6/23/2023 AGENDA ITEM NUMBER: 23-0907

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

A. Please describe all products and/or services to be procured under this exemption:

(If additional space is needed, please attach a separate memo)

Comcast internet services with 1 static IP.

B. Briefly explain why it is in the best interest of the City to procure under this exemption:

(If additional space is needed, please attach a separate memo)

These are utility services and are exempt from competitive quotes.

C. Vendor Information

Vendor Name: Comcast Vendor Number: 4254

Address: PO Box 530098 Atlanta, GA 30353

Contact: _____ Phone: 800-391-3000 Email: _____



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D. Please select one of the following:

Piggyback (Departments may utilize another municipality, county, or other governmental agency contract). The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name of Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Is a fee required to utilize this contract? Yes No If yes, how much? _____
 Vendor-Paid City-Paid

State of Florida Contract: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract ***Further price negotiations may be conducted with state-awarded vendor per F.S. 287.056(2) ***

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Florida Sheriff's Association Bid: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Joint Cooperative: The requesting department must provide the following documentation: copy of the solicitation and addendum, tab sheet/price sheet, vendor submittal, agenda approval and contract

Lead Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Code Exemption* (Specify):

k. Water, sewer, electrical, cable television or other utility services.

*For list of exemptions, see page 3



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Sec. 2-403. - Exemptions.

- (a) (2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (3) Procurement of:
- a. Dues and memberships in trade and professional organizations.
 - b. Subscriptions for periodicals, books, maps or training videos.
 - c. Real property, real estate brokering, or appraising.
 - d. Abstract of titles for real property; title insurance.
 - e. Works of art for public display or artistic services.
 - f. Advertising.
 - g. Medical, dental and other medically related services performed by a health care professional.
 - h. Room or board for social service clients.
 - i. Room and board for employees on city business.
 - j. Funeral related services.
 - k. Water, sewer, electrical, cable television or other utility services.
 - l. Personnel, including but not limited to part-time or temporary services.
 - m. Academic program reviews or lectures by individuals.
 - n. Auditing services and financial services.
 - o. Legal services.
 - p. Social services.
 - q. Lobbying services.
 - r. Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

Vendor Tracking:

Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 11,957.46

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ _____



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PURCHASE DETAILS

Please provide the amount of the purchase for this product or service: \$ 584.70

Account # 001-0710-516-4100 Project # _____ Subtotal \$ 584.70
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Monthly internet services	Ea	3	194.90	584.70
Shipping (FOB Destination)					
Total					584.70

Attach Additional Pages if Necessary

I approve the competitive exemption procurement(s) as requested herein:

Requesting Department Director: Eric Ryan Digitally signed by Eric Ryan
DN: CN=Eric Ryan, O=City of North Port, OU=Information Technology, E=eryan@cityofnorthport.com, C=US
Reason: I have reviewed this document
Location:
Date: 2023.05.22 14:12:32 -0400'
Full PDF Editor Version: 12.0.0 Date: 5/22/23

Budget Administrator: Lisa Herrmann Digitally signed by Lisa Herrmann
Date: 2023.05.22 16:12:42 -04'00' Date: _____

Purchasing: Ginny Duyn Digitally signed by Ginny Duyn
Date: 2023.05.22 16:46:57 -04'00' Date: _____

Finance Director (If applicable): Kimberly Williams Digitally signed by Kimberly Williams
Date: 2023.05.23 09:16:55 -04'00' Date: _____

Assistant City Manager (If applicable): Juliana B. Bellia Digitally signed by Juliana B. Bellia
Date: 2023.05.23 18:49:33 -04'00' Date: _____

City Manager (If applicable): _____ Date: _____

Print Form **Clear All Fields**

Business Phone (941) 429-7000
Number

PACKAGE

Monthly Charges

Data, SecurityEdge Package \$150.00

36-Month Contract

INTERNET

Business Internet Advanced Included

SecurityEdge Service Fee Included

Business Wi-Fi Standard Included

1 Static IP \$24.95

Equipment Fee Included

Equipment Fee \$19.95

Monthly Charges Total* \$194.90

Pricing subject to change. Equipment, installation, taxes, and fees extra, are subject to change during and after term agreement. For details on promotional pricing, see your Service Order Agreement and Pricing Information.

Have questions? Ask your sales representative. Call [\(610\) 814-7798](tel:6108147798), or email rebecca_desantiago@comcast.com

The Comcast Business Service Order Agreement ("Agreement") summarized above, which will be sent to you by email upon your online acceptance of these terms, sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. The Agreement consists of the attached document ("SOA"), the standard Comcast Business Customer Terms and Conditions ("Terms and Conditions") located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), and any other Service Orders entered under this SOA. In the event of inconsistency among these documents, precedence will be as follows: (1) Terms and Conditions, (3) the SOA, and (4) any other Service Orders entered under this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's online acceptance of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the Business Acceptable Use Policy located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the Business Privacy Policy located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL), both of which Comcast may update from time to time and become effective upon posting.

2. Each Comcast Business Service carries a 30 day money back guarantee (60 days for Enhanced Voice Services). If within the first thirty (30) days following Service activation (60 days for Enhanced Voice Services) Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for recurring service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must return any Comcast- provided equipment in good working order. In no event shall the refund exceed \$500.00.

FOR CUSTOMERS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE CUSTOMER ACKNOWLEDGES RECEIPT AND UNDERSTAND OF THE FOLLOWING E911 NOTICE:

Comcast Business Voice Services (including Enhanced Voice Services such as Business VoiceEdge™) may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Services, Comcast must have the correct service address (i.e. street address, floor and/or office number) for each telephone number and extension used by the Customer. If Voice Services are moved to a different location without Customer providing the correct information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises, and/or Voice Services (including 911) may fail altogether. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location (floor and/or office number), and for updating the system as necessary to reflect a potential 911 caller's location on the premises, as well as subsequent moves or additions of stations within the premises.
- Voice Services uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice Services calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast only supports 911 emergency calling with Voice Services in those areas in the U.S. where Comcast can direct your company's 911 call to the appropriate PSAP in a manner consistent with applicable laws, rules, and regulations, including, without

limitation, FCC rules and requirements. In an area where Comcast cannot support 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.

- Failure by Customer to make subsequent address updates, including updates to restore service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- If the Registered Service Location provided in conjunction with the user of nomadic Comcast Equipment is deemed to be in an area Comcast cannot support for 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.
- Customers should call Comcast at 1-800-391-3000 or 1-866-207-5515 (for Customers using nomadic functionality) if they have any questions or need to update a service address in the e911 system. USE OF VOICE SERVICES AFTER ACCEPTANCE OF THE SOA CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE FOR VOICE SERVICES.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by accepting these terms, agrees and accepts the Agreement.

Data, SecurityEdge Package for discounted rate of \$150.00 for months 1-24, increasing to \$185.00 for months 25-36, increasing to then regular rate in month 37. Package includes Business Internet Advanced (download speed up to 500 Mbps) and SecurityEdge. 3 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 36 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 36 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change. Standard Install waived.

By: _____
Authorized Signature

Printed Name: _____

Title: City Manager

Date: _____

Witness:

Signed By: _____

Print Name: _____

Approved as to form and correctness:

BY: _____
City Attorney

Print Name: _____