

Flexential | 8809 Lenox Pointe Dr, Suite G | Charlotte, NC 28273 | www.flexential.com

Final Proposal
Quote Q-34907
March 01, 2019

Presented To

City of Fort Lauderdale

Prepared By

Flexential

Alberto Reynoso

305 720 6186

alberto.reynoso@flexential.com



Cover Sheet

FLEXENTIAL

Address	8809 Lenox Pointe Drive, Suite G, Charlotte, NC 28273
State of Incorporation	Delaware
Name	Alberto Revnoso
Phone	305 720 6186
Email	alberto.reynoso@flexential.com
Legal Notices	8809 Lenox Pointe Drive, Suite G, Charlotte, NC 28273
Legal Notice Email	legal@peak10.com

CITY OF FORT LAUDERDALE INFORMATION – PRIMARY CONTACT

	Primary Contact*	Billing Contact
Contact Name		
Street Address		
City, State, Zip		
Phone		
Email		

*Legal notices will be sent to the Primary Contact at the address/email address above.

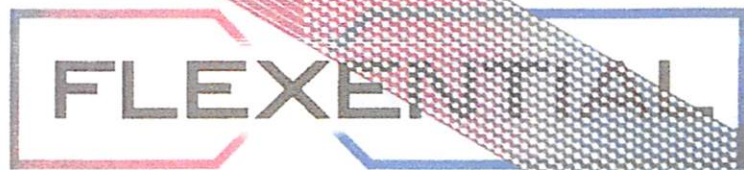
AGREEMENT INFORMATION

Initial Term	60.0 months
Special Terms	Waived Service Physical Migration Charges - Subject to the terms of this paragraph, Customer will receive credit for invoiced charges for Physical Migration Services (CLPW-MIGRATE) shown on this Quote. Such credits will be applied to each invoice on which the applicable charges for Physical Migration Services appear. If the MSA or this Quote terminates prior to the conclusion of the initial Service Term (except by Customer in accordance with the satisfaction guarantee set forth in the SLA), Customer will be responsible for repayment to Flexential of 100% of the credit received by Customer as set forth above, along with the early termination fee set forth in the MSA. Annex A attached hereto is incorporated into this Quote by reference.

This **Master Services Agreement** is made by and between Flexential Corp., formerly known as Peak 10, Inc., for itself and on behalf of its affiliated entities included within the definition of "Flexential" in the Standard Terms and Conditions, and City of Fort Lauderdale ("**Customer**"). Upon signature, this MSA shall become legally binding. Except as permitted in the Standard Terms and Conditions, this MSA is non-cancelable. If Customer and Flexential (including any subsidiaries of the legal entities included in the definition of Flexential) are party to an agreement pursuant to which services are provided to Customer (the "**Prior MSA**"), then the parties hereby expressly agree that the Prior MSA is hereby terminated and superseded in its entirety by this MSA, and any Quotes previously issued under the Prior MSA that are in effect as of the Effective Date are hereby deemed to be issued pursuant to, and subject to the terms and conditions set forth in, the MSA.



Flexential stands for something not often found in the world of infrastructure. The best infrastructure solutions aren't about infrastructure. They're about accelerating customer success through people and technology, with tailored, value-added and reliable solutions to demonstrate the power of people in a technical world.



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Mobilized Around Customers

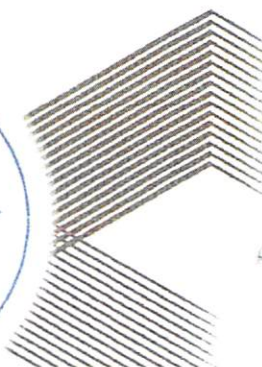
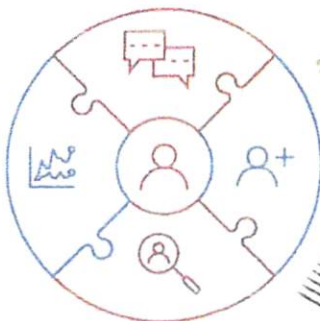
Customer-centric design focused on:

CONTINUOUS
BUSINESS PLANNING

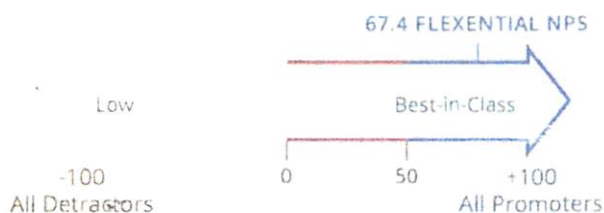
WORRY-FREE
ONBOARDING

PROACTIVE
SUPPORT

CONSULTATIVE
DESIGN



Industry-Leading NPS



World-Class Assets

100Gb
Network
Backbone

3M SqFt
Data Center
Footprint

4,200
Customers

95
Megawatts of
Power

1,000
Employees

21
Domestic and
International
Markets

41
Data Centers

31+
Industries

You're in Good Company

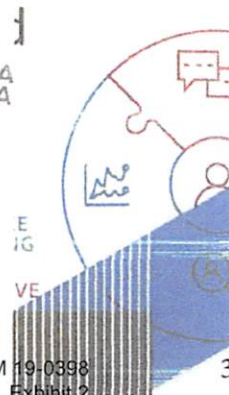


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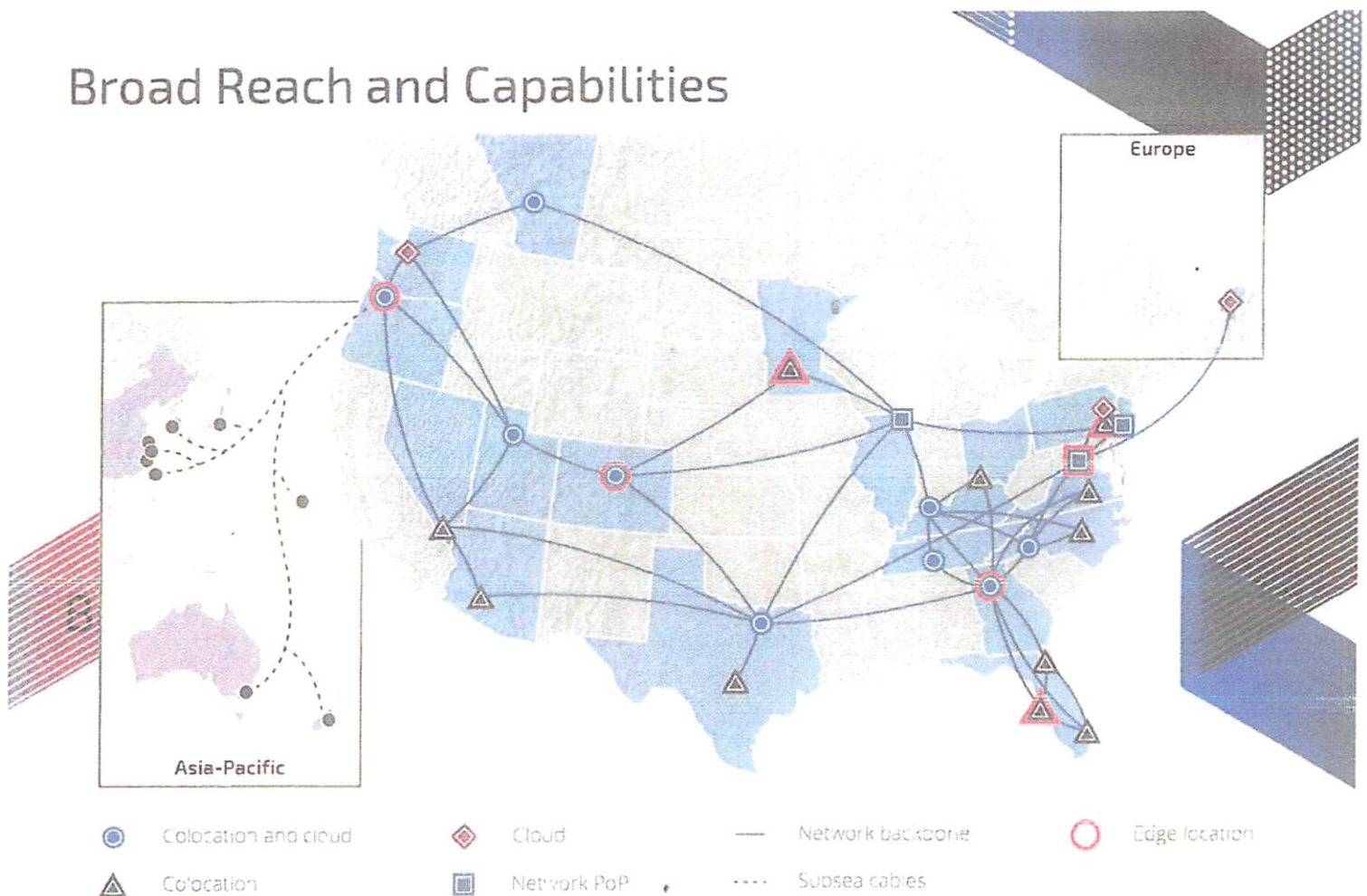
AXISPOINT



Reed



Broad Reach and Capabilities



Industry and Regulatory Compliance Expertise

Audit-ready facilities and compliant cloud infrastructure to ensure compliance, security and availability.



Delighting Our Customers

Flexential customers directly interact with their environment and a broad suite of partner capabilities through a centralized, secure portal.

CARRIER NETWORKS



DELIVERY PARTNERS

FLEXENTIAL

ALLIANCE PARTNERS



CUSTOMER ENVIRONMENTS

Flexential helps organizations optimize IT transformation while simultaneously balancing cost, scalability, compliance and security. With a focus on building trusted relationships, providing valuable support and delivering tailored solutions and reliable performance, Flexential delivers colocation, connectivity, cloud, managed solutions and professional services to 4,200 customers across the U.S. and Canada.



Flexential.com

sales@flexential.com

877.448.9378

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Exhibit 2

Page 4 of 13



Annex A to Quote 34907

1. The "MSA" for purposes of this Quote is that certain Peak 10 Lease and Services Agreement with Broward County dated May 19, 2015, with the following modifications that apply only to the Services provided on this Quote and any subsequent Quotes between Flexential and Customer:
 - a. references in the MSA to the "County" shall be references to the "City" and references in the MSA to "Landlord" shall be references to "Flexential" as appropriate;
 - b. addresses for notice purposes in the MSA shall be the respective addresses listed on the Cover Sheet to Quote 34907, as may be updated in the future by either party delivering written notice of change of address to the other party;
 - c. Notwithstanding anything to the contrary in the MSA, the Quotes between Flexential and Customer may only be assigned pursuant to the following provision: "ASSIGNMENT OR TRANSFER. Neither party may assign the MSA in whole or in part without the prior written consent of the other party, which consent will not be unreasonably conditioned, delayed or withheld. Notwithstanding the foregoing, both parties may assign their respective rights and obligations under the MSA: (a) to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party will be released of all its obligations under the MSA arising from and after the date of such assignment, provided that any such assignee entity delivers to the other party a signed writing evidencing its agreement to be bound by the terms and conditions of the MSA, or (b) by operation of law; provided, that Customer's consent shall be required in order for Flexential to assign the MSA to any unaffiliated third party that is prohibited by law from contracting with Customer. In addition, Flexential may assign the MSA to an affiliate or division so long as Flexential exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In the event of any such transfer and/or assignment (in whole or in part) to any such affiliate, Flexential may continue to collect and receive all or any portion of the amounts payable hereunder by the Customer as agent for and on behalf of such affiliate-transferee/assignee and notify the Customer thereof in writing. Subject to the foregoing, the MSA will bind and inure to the benefit of the parties and their respective permitted successors and assigns only. Customer may permit its affiliated entities to use the Services, provided that (i) Customer shall inform such affiliated entities of the terms and conditions of this MSA, and (ii) Customer shall be directly responsible and liable to Flexential for any breach of this MSA resulting from such use of the Services by Customer's affiliated entities. Customer shall not resell any of the Services provided by Flexential to an unaffiliated third party without first obtaining the written consent of Flexential. If the contract is assigned under subsections (a) to an entity prohibited by law from contracting with Customer, Customer may terminate for convenience with no penalty imposed."
 - d. PCI DSS. Flexential acknowledges it will maintain all applicable published PCI DSS requirements to the extent Flexential handles, houses (data residing in a Flexential

COLOCATION | CLOUD | CONNECTIVITY | MANAGED SOLUTIONS | PROFESSIONAL SERVICES
City of Ft. Lauderdale Services Options Price List



Facility) has access to, or otherwise stores, processes, or transmits cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

2. If Customer requests to contract for Services listed on the Price Sheet on the next page during the 60 month term of this Quote, Flexential agrees to honor the pricing on the Price Sheet.

FLEXENTIAL

City of Ft. Lauderdale - February 1, 2019

Service Options

Colocation Service	Qty	One Time Fees	Monthly Fees
Secure Cage Space (Excluding power) - FLL	Per Square foot	\$ 45.00	\$ 14.00
Secure Cage Space (Excluding power) with Roof	Per Square foot	\$ 60.00	\$ 24.00
Peak 10 Provided Cabinet within a Cage	Per Cabinet	\$ 250.00	\$ 55.00
Cage Electronic Security - Badge/Bio	Each	\$ 1,000.00	\$ 625.00
kW all-in (infrastructure charge)	Per KW	\$ -	\$ 245.00
Full Cabinet Co-location (min 40 rack units of usable space)	Per Cabinet	\$ 500.00	\$ 375.00
20A / 208 Volt AC Circuit Primary and Redundant Balanced Pair	Per Circuit	\$ 600.00	\$ 245.00

Cross Connect Service	Qty	One Time Fees	Monthly Fees
Carrier Cross Connect - Coax*	Each	\$ 135.00	\$ 135.00
Carrier Cross Connect - Ethernet*	Each	\$ 150.00	\$ 150.00
Carrier Cross Connect - Fiber*	Each	\$ 225.00	\$ 225.00
Cloud Services - CAT5 Cross Connect	Each	\$ 25.00	\$ 25.00
Data Center Cross Connect - Ethernet	Each	\$ 25.00	\$ 25.00
Data Center Cross Connect - Fiber	Each	\$ 50.00	\$ 50.00
*Discounts given for quantities of 3+ of same XC			

Internet Services (Sold per MB)	Qty	One Time Fees	Monthly Fees
<i>(95th Percentile, Higher of Inbound or Outbound Usage)</i>			
Ethernet Private Line Bandwidth with 95th Percentile Billing	100-199	\$ 250.00	\$ 7.00
Ethernet Private Line Bandwidth with 95th Percentile Billing	500-999	\$ 250.00	\$ 5.65
Ethernet Private Line Bandwidth with 95th Percentile Billing	1 Gig (1Gig Port)	\$ 250.00	\$ 4.50
Ethernet Private Line Bandwidth with 95th Percentile Billing	1 Gig (10 Gig Port)	\$ 250.00	\$ 4.50
Bandwidth Fees (Capped) with 1Gig Port			
Fixed Limit Internet Bandwidth	100-199	\$ 100.00	\$ 7.00
Fixed Limit Internet Bandwidth	250-999	\$ 100.00	\$ 5.65
Fixed Limit Internet Bandwidth	1 Gig (1Gig Port)	\$ 100.00	\$ 4.50

Cloud Services	Qty	One Time Fees	Monthly Fees
Cloud - Foundation	Each	\$ 175.00	\$ 75.00
Cloud - Foundation + Firewall	Each	\$ 175.00	\$ 125.00
Cloud - Compute vCPU	Each	\$ -	\$ 6.35
Cloud - Compute Memory	GB	\$ -	\$ 8.75
Cloud - High Performance Storage	GB	\$ -	\$ 0.42
Cloud - Performance Storage	GB	\$ -	\$ 0.27
Cloud - Virtual LAN	Each	\$ 50.00	\$ 16.25
Recovery Cloud - Foundation	Each	\$ 175.00	\$ 45.00
Recovery Cloud - Foundation + Firewall	Each	\$ 175.00	\$ 105.00
Recovery Cloud - Virtual LAN	Each	\$ 50.00	\$ 18.00
Recovery Cloud Extended Journaling	GB	\$ -	\$ 0.10

Data Protection	Qty	One Time Fees	Monthly Fees
Onsite Data Protection - License	Each	\$ -	\$ 15.00
Onsite Data Protection - License & Encryption	Each	\$ -	\$ 20.00
Onsite Data Protection - Daily with 14 day Retention	GB	\$ 150.00	\$ 0.55
Offsite Data Protection - Daily with 14 day Retention	GB	\$ 150.00	\$ 0.55
Onsite Data Protection - Cloud Server	Each	\$ 150.00	\$ 175.00

Remote Hands	Qty	One Time Fees	Monthly Fees
Remote Hands - Ad Hoc - Price Per Hour	Ad Hoc	\$ 125.00	
Remote Hands - 5 or 10 Hour Blocks - Price per Hour	5/10 Hour Blocks	\$ 90.00	

DR Suite (Availability Varies)	Qty	One Time Fees	Monthly Fees
DR Suite - 14' 2" x 12'	Each	\$ 5,400.00	
Cubicle - Per Seat (6 seats per Office Cubicle)	Each	\$ 175.00	

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City of Ft. Lauderdale Services Options Price List

NOTICES. Any notice or demand, which, under the terms of this lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S Mail, with a simultaneous copy via electronic mail, sent to the other Party at the address listed below or to such other address as such Party may from time to time designate by notice.

Notice to City shall be addressed to:

Attn: Mike Maier

Information Technology Director

100 N Andrews Avenue, Suite 200

Fort Lauderdale, Florida 33301

mmaier@fortlauderdale.gov

With copies to:

Technology Infrastructure and Operations Manager

Attn: Andrew Parker

100 N Andrews Avenue, Suite 200

Fort Lauderdale, Florida 33301

aparker@fortlauderdale.gov

Finance Director

Attn: Kirk Buffington

100 N Andrews Avenue, Suite 600

Fort Lauderdale, Florida 33301

kbuffington@fortlauderdale.gov



Document
Date: March 01, 2019

City of Fort Lauderdale

Account
Executive: Alberto Reynoso

Exhibit A

Attention: ALBERTO REYNOSO
100 N Andrews Ave
Ft Lauderdale, Florida 33301

Billing ID: AHAPJ001

Quote #: Q-34907

Cross Connect Service: Fort Lauderdale	Change	Qty	Units	Setup Per Unit	Monthly Per Unit	Setup Total	Monthly Total
Carrier Cross Connect - Fiber	Add	6.0	EA	\$0.00	\$135.00	\$0.00	\$810.00
Connection between carrier demarcation point and Customer cabinet or cage using single mode or multi-mode fiber.							
Cross Connect Service: Fort Lauderdale Total:						\$0.00	\$810.00

Colocation Service: Fort Lauderdale	Change	Qty	Units	Setup Per Unit	Monthly Per Unit	Setup Total	Monthly Total
Usage Based A/C Power - Kilowatts	Add	50.0	kW	\$0.00	\$225.59	\$0.00	\$11,279.50
A/C power service including UPS conditioning with diesel generator backup. Commitment is based on total kilowatts (kW) and will be deployed on the number and type of circuits specified by Customer. Circuit setup fees will be calculated separately. An overage fee will be calculated at the end of the month for any additional kW usage beyond the commitment level.							
Flexential Provided Cabinet within a Cage	Add	18.0	EA	\$0.00	\$0.00	\$0.00	\$0.00
Steel frame cabinet with front and rear locking doors, adjustable mounting rails, and at least 40U of space within a cage. Power subscriptions are sold separately. Total power consumption not to exceed 12kW per cabinet without Flexential approval. Higher power density configurations may be available.							
Secure Cage Space (Excluding power)	Add	414.0	SQFT	\$25.07	\$0.00	\$10,376.91	\$0.00
Secure cage space within a Flexential data center. Power is not included with this service and requires a separate subscription. Cabinets / data racks are not included either and must be provided or subscribed to as a service.							
Business Continuity/Disaster Recovery - Space	Add	1.0	EA	\$0.00	\$300.00	\$0.00	\$300.00
This item number is used only for BC/DR space - seats and suites. Details for this item number should be outlined in the SOW.							
Cage Electronic Security - Badge+BIO	Add	1.0	EA	\$1,000.00	\$625.00	\$1,000.00	\$625.00
This service provides a proximity badge reader with biometric scanner, access reporting, and associated management as an add-on to a Flexential data center cage space subscription.							
50 Amp / 208 Volt AC Circuit For Use With Usage-Based Power Subscription	Add	2.0	EA	\$437.50	\$0.00	\$875.00	\$0.00
50A 208VAC UPS conditioned power with diesel generator backup. Maximum utilization is 80% of rated capacity (40 Amps). Three breaker slots. L15-50 or L21-50 twist-lock receptacle. This service is used in conjunction with a usage-based power subscription. Rack mount PDU not included.							
30 Amp / 208 Volt AC Pair of Balanced Circuits For Use With Usage-Based Power Subscription	Add	12.0	EA	\$0.00	\$0.00	\$0.00	\$0.00
30A 208VAC UPS conditioned power with diesel generator backup. One Primary and One Redundant Circuit maximum utilization is 40% of rated capacity on each circuit (12 Amps). Three breaker slots per circuit. L15-30 or L21-30 twist-lock receptacle. This service is used in conjunction with a usage-based power subscription. Rack mount PDU not included.							
Colocation Service: Fort Lauderdale Total:						\$12,251.91	\$12,204.50

	Setup	Monthly
Totals:	\$ 12,251.91	\$ 13,014.50

The MSA includes automatic renewal and annual price escalation provisions unless otherwise agreed.

Services are provided subject to the MSA, and the Service Definitions on the Customer Portal.

Prices valid until March 31, 2019.
Prices do not include applicable sales tax.

CAM 19-0398

Exhibit 2

Page 9 of 13



Document
Date: March 01, 2019

City of Fort Lauderdale

Account
Executive: Alberto Reynoso

Exhibit A

Attention: ALBERTO REYNOSO
100 N Andrews Ave
Ft Lauderdale, Florida 33301

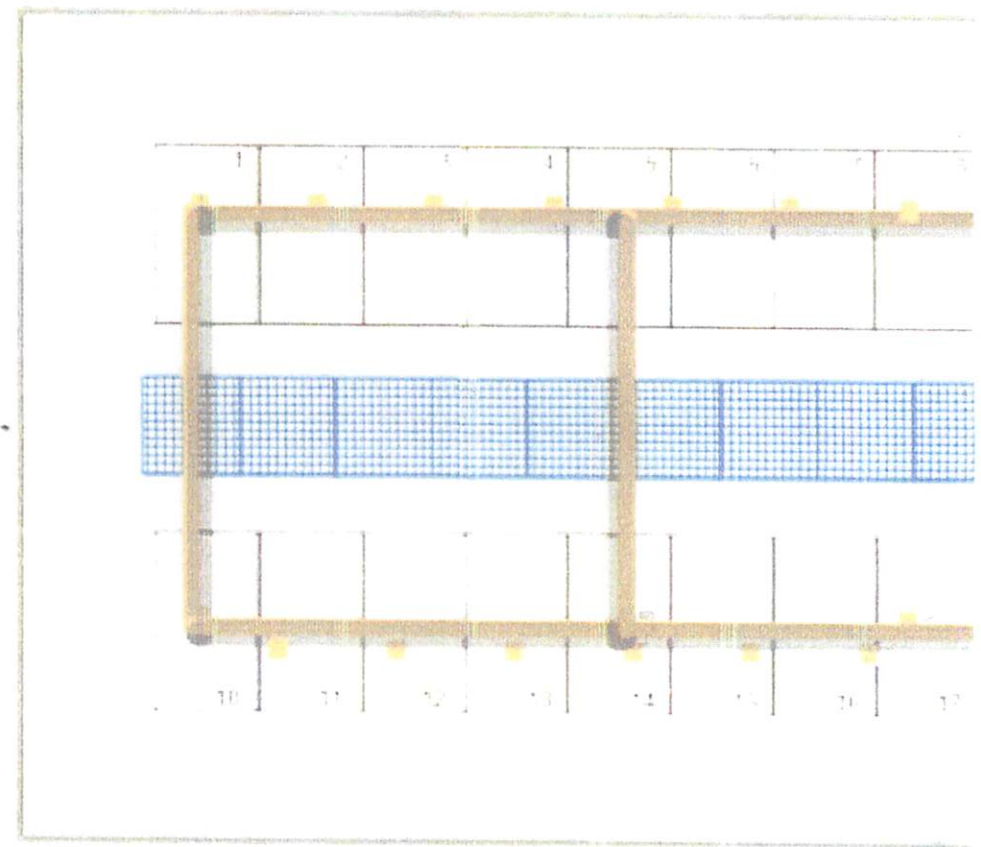
Billing ID: AHAPJ001

Quote #: Q-34907

Cage Environment Setup – FLL2



- One (1) Customer Dedicated Cage in Ft. Lauderdale (FLL2) facility
 - 414 sq ft (17'x23') cage in FLL2 datacenter
 - Capable of supporting 18 cabinets
 - Ladder Rack - Rectangle
 - 46 kW power subscribed usage
 - Qty 12, 30A/208V Redundant Circuits (1 set per cabinet)
 - Qty 2, 50A/208V Redundant Circuit (1 set per cabinet)
- Badge/Biometric Reader
- Six (6) Fiber Cross Connects



FLEXENTIAL

WITNESSES:

Jane Hylton

Laura Hylton
[Witness print/type name]

Tami Campbell

Tami Campbell
[Witness print/type name]

FLEXENTIAL CORP., a corporation of the
State of Florida

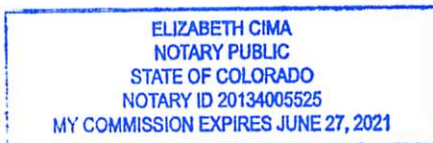
By: Joseph Guerriero
Joseph Guerriero, General Counsel
and Director

CORPORATE SEAL

STATE OF Colorado :
COUNTY OF Arapahoe :

The foregoing instrument was acknowledged before me this 23rd day of
May, 2019, by Joseph Guerriero, General Counsel and Director of Flexential
Corp., a corporation of the State of Florida, who is ☒ personally known to me or ☐ has produced
_____ as identification.

(NOTARY SEAL)



Elizabeth Cima
Notary Public, State of
(Signature of Notary Taking Acknowledgment)

Elizabeth Cima
Name of Notary Typed, Printed or Stamped

My Commission Expires: 6/27/21

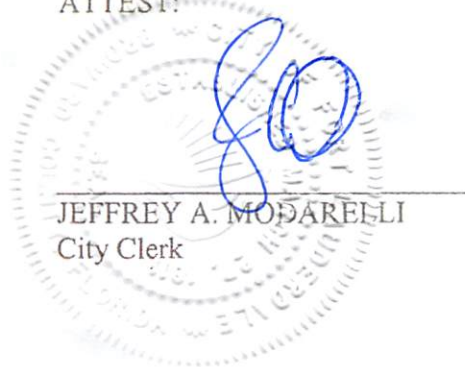
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 5043402252
MY COMMISSION EXPIRES JUNE 30, 2021

X

[Handwritten signature]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the ____ day of _____, 2019.

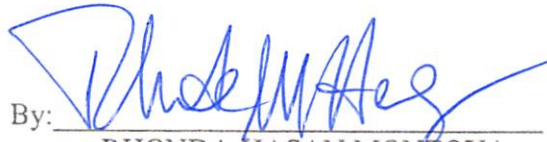
ATTEST:

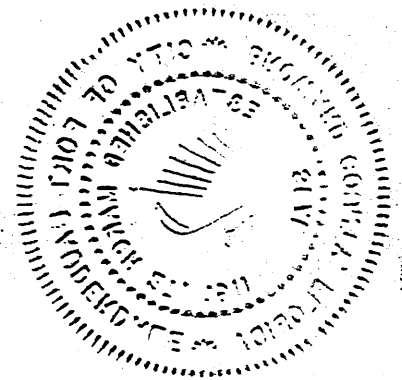


CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: 
CHRISTOPHER J. LAGERBLOOM
City Manager

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: 
RHONDA HASAN MONTOYA
Assistant City Attorney





DOCUMENT ROUTING FORM

126
5/31/19Today's Date: 5/28/19DOCUMENT TITLE: Colocation Data Center Lease Agreement - FlexentialCOMM. MTG. DATE: 5/7/19 CAM #: 19-0398 ITEM #: CP-8 CAM attached: ☒ YES ☐ NORouting Origin: _____ Router Name/Ext: Glynis Action Summary attached: ☒ YES ☒ NOCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NOApproved as to Form: ☒ YES ☐ NODate to CCO: 5/30/19Attorney's Name: RHHInitials: [Signature]3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 5/30/194) City Manager's Office: CMO LOG #: May 121 Document received from: CCOAssigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER ACM: L. L-SHORT _____ (Initial/Date) R. KERR _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 5/30/19

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICECity Clerk: Retains _____ original and forwards _____ originals to: Linda Bloned (Name/Dept/Ext)Attach _____ certified Reso # _____ ☐ YES ☐ NOOriginal Route form to CAO - Glynis19-0589