

**CONTRACT FOR VEHICLE ACCESSORIES, EQUIPMENT,
AND INSTALLATION SERVICES**

(Contract No. 4217)

THIS CONTRACT is executed this 29th day of MAY 2018, by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City" and **WILLIAMS COMMUNICATIONS, INC.** hereinafter called the "Contractor",

RECITALS

The City issued Request for Proposals No. 0106-17-KM-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain lighting, emergency lighting, specialty equipment, public safety equipment and accessories (collectively "Equipment"), parts, and installation services; and,

WHEREAS, the Contractor submitted a certain proposal dated October 27, 2017 ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase and installation of Equipment, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF EQUIPMENT

1.1 Contractor shall provide and install such items of Equipment as may be ordered from time to time by the City. All such items shall be priced, designed, constructed, equipped, and installed in accordance with the manufacturer's specifications, and this Contract, and the Proposal. Installation of all Equipment shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the City Fleet Management Division shall schedule the following two meetings with respect to each order received from the City:

- (i) A pre-production meeting to completely review the specifications of the Equipment to be installed and the specifications for installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified technicians/engineers

to properly facilitate the design and installation requirements. This meeting can be held at the Fleet Management Division facilities (400 Dupree Street, Tallahassee, Florida), by phone, or at the installation facilities as directed by the Superintendent of Fleet Management for the City of Tallahassee.

- (ii) A final review and inspection shall be held at the Fleet Management facilities when the City vehicle with all installed Equipment ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Completed Vehicle and the Equipment installed. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, these repairs shall be facilitated at either the City Fleet Management Division facilities or at the facilities of the Contractor.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Equipment or installation of Equipment. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e. Equipment installation, Equipment, Equipment components, etc.);
- (ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,
- (iii) Changes in the price of the Equipment or installation services.

1.2 Installation. Should the City require Equipment that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the City and provided that it is equipped to do so, shall install such Equipment.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Equipment purchased under this Contract as the City may order from time to time. The Contractor shall provide

original manufacturer part numbers. All parts ordered by the City shall be delivered F.O.B. place of shipment to the City Fleet Management Division, with mutually agreed high volume components delivered within 24 hours from placement of the order. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility.

- 2.2 The Contractor shall maintain, at City Fleet Management Division facilities, an inventory of certain high volume of use and long lead-time parts for Equipment purchased by the City ("Consignment Parts"). Consignment Parts shall remain the property of the Contractor until use by the City; however, the City, unless otherwise provided herein, shall bear the risk of loss of all Consignment Parts while in the custody of the City. The City, based on information provided by the Contractor, shall be responsible for monitoring the shelf life and condition of all Consignment Parts. The Contractor, at its cost, shall ensure that Consignment Parts that are used, are otherwise withdrawn from stock, are determined to be obsolete, or are identified as being out of date or in an unusable condition are promptly replaced in inventory. This inventory of Consignment Parts will be audited annually for reconciliation purposes. The City agrees to allow the Contractor to use the Consignment Parts for other customer applications so long as the Contractor promptly replaces such parts; however, the Contractor shall limit the volume of these transactions such that, in the opinion of the City, they do not cost the City additional inventory maintenance expenditures.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on MAY 29, 2018, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the Parties. Additionally, the City, by written notice to the Contractor, may unilaterally extend the term of this Contract, at the prices specified in the Contract and the Proposal, for one (1) or more periods; provided, however, that the total of such extensions(s) shall not exceed six (6) months.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

- 4.1.1 During the Term, the City shall pay the Contractor for Equipment ordered by the City based upon the Contractor's pricing at the time a particular order is placed, less the stated discount set forth in the Proposal. The City shall pay the Contractor for installation of Equipment, whether purchased from the Contractor or provided by the City, at labor rates not to exceed

those set forth in the Proposal, which rates may be modified from time to time by mutual agreement as set forth in an amendment to this Contract.

- 4.1.2 Notwithstanding Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental customer purchasing similar quantities. The City shall have the right to annually review and audit all such contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected Equipment purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of the affected Completed Vehicles or Equipment, as applicable, through the date of such notice from the City. This Section 4.1.2 is specific to the City only and is not intended for inclusion as part of any purchase by any other entity.

4.2 Payment.

- 4.3.1 All Equipment prices shall be F.O.B. place of shipment. Freight charges must be shown as a separate line item on each invoice.
- 4.3.2 All proper invoices shall be paid by the City in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes.
- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver each Completed Vehicle in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery by the Contractor is of the essence of this Contract, that the City will suffer damages in the event the Contractor fails to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Completed Vehicle by

the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event of such a breach.

- 5.2 The Contractor shall fully assemble, service, and adjust each item of Equipment prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the City, that each delivered item of Equipment meets all applicable requirements and specifications set forth in the Contract, the RFP, and the Proposal.
- 5.3 Delivery of a Completed Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Completed Vehicle to determine whether the installed Equipment and the installation meets all applicable specifications and requirements set forth in this Contract, the RFP, and the Proposal. Within ten (10) days following delivery, the City shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Equipment or the failure of the Completed Vehicle or Equipment to meet such specifications and requirements. If the City fails to deliver such notice to the Contractor with that ten-day (10-day) period, the Completed Vehicle and Equipment shall be deemed to have been accepted. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action.

If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Equipment shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle and Equipment by the City.

- 5.4 At the time of delivery of each Completed Vehicle and Item of Equipment, the Contractor shall ensure that the Contractor has on-hand, three (3) copies of the then current technical and service manuals for such Equipment. If the City does not have such manuals, the Contractor shall deliver them to the City at the time the Completed Vehicle is delivered to the City.

SECTION 6.0 INDEMNIFICATION

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of

the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

- 6.2 The Contractor shall, where expressly warranting non-infringement of Equipment, at its sole expense, defend any claim, suit or proceeding brought against the City, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Equipment furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall, where expressly warranting non-infringement of Equipment, indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, where expressly warranting non-infringement of Equipment, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality. City acknowledges that Contractor is not the manufacturer of Equipment and does not, within its normal course of business, warrant non-infringement for the Equipment.
- 6.3 In no event shall Contractor or City be liable for special, indirect, consequential, punitive, or exemplary damages, including but not limited to any damages resulting from the loss of use, loss of data, cost of capital, loss of profits, or loss of business or revenue, whether based on contract, tort, strict liability, statute or any other theory or form of action, even if Contractor or City has been advised of the possibility of such damages.

SECTION 7.0 INSURANCE

- 7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder

by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) *Commercial General Liability and Automobile Liability Coverage*

- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on

behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (ii) The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its

sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3. *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. *Verification of Coverage*

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION

- 8.1 The City may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of City or because of failure of the Contractor to fulfill its obligations; provided, however, that the City may not terminate the Contract with respect to any Equipment after the Contractor commences installation of that Equipment. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the City, the City shall give the Contractor notice of such termination at least thirty (30) days prior to the effective

date of such termination. In such event, the City will pay the Contractor for all Equipment and installation services finally accepted by the City as of the effective date of such termination.

- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, City shall give the Contractor written notice of such termination and a period of time, but no less than thirty (30) days, in which to cure such default. If the City so terminates the Contract, the Contractor shall be liable to City for damages, including by not limited to all reasonable additional costs incurred by City as a result of such breach and termination. The City shall pay the Contractor for all Equipment and installation services completed and finally accepted by the City as of the effective date of such termination
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City.
- 8.5 If the City fails to make payment when due of any undisputed sums owed to the Contractor and fails to cure such default within thirty (30) days after delivery to the City of written notice of such failure, the Contractor may terminate this Contract. In such event, the City shall pay the Contractor for all Equipment and installation services that have been finally accepted by the City on or before the effective date of such termination.
- 8.6 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such Party may have at law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

- 9.1 The Contractor hereby warrants all Equipment as set forth in its Proposal and the individual warranty documents delivered with each item of Equipment or each Completed Vehicle and will take all steps necessary to ensure that such warranties are extended to the City. The Contractor hereby further warrants all installation and other services provided by the Contractor as being free from all defects in workmanship and as having been performed in compliance with generally accepted industry standards and in compliance with all applicable laws and regulations for so long as the associated vehicle is owned by the City. The Contractor will respond, on-site in Tallahassee, for all vehicle accessory warranty repairs within 24 hours (or next business day if outside business hours) following notice from the City. This 24-hour/next business day response requirement is specific to the City and not intended for inclusion as part of any purchase by any other entity.

- 9.2 The City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully loaded costs for personnel performing such work. At the request of the Contractor, the City will provide documentation of such costs. The Contractor must authorize all such warranty repairs under exigent circumstances in advance. Authorization to proceed shall be within 24 hours or less of the request from the City of Tallahassee. This section is specific to the City only and is not intended for inclusion as part of any purchase by any other entity.
- 9.3 During the manufacturer's warranty period, if any warranted Equipment or component fails to meet the manufacturer's stated warranty, Contractor's sole obligation, and City's exclusive remedy against Contractor, shall be the correction by Contractor of the failure by repairing the defective component, furnishing repaired or replacement Parts, or re-installing the Equipment, none of which shall extend the warranty period set forth by the manufacturer. The warranty obligations shall be subject to those exclusions stated by the applicable manufacturer warranty, such as: (1) components that are normally consumed in operation, (2) defects that are the result of improper storage, use, or unauthorized installation performed other than by Contractor, (3) failure to follow manufacturer recommended care and maintenance, or (4) alteration of Equipment other than as recommended or permitted by manufacturer.
- 9.4 THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE EQUIPMENT, PARTS, INSTALLATION AND OTHER SERVICE AND CITY'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms,

conditions, or acts; but the same shall be and remain at all times in full force and effect.

- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Williams Communications, Inc.
5046 Tennessee Capital Blvd.
Tallahassee, Florida 32303
Attn: Chief Operating Officer

And to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor shall make Equipment and installation services available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Equipment or installation services on such basis utilizing this Contract, the Contractor shall report such purchase to the City and, within thirty (30) days following final payment for each order of such Equipment or installation services, shall provide a check payable to the City in the amount of 0.75% of the purchase price of such Equipment and installation services. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The Contractor may charge this as a transaction fee.
- 10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any exhibits or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

10.14 It is the intent of the Parties that any provision of this Contract that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Contract, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

CITY OF TALLAHASSEE

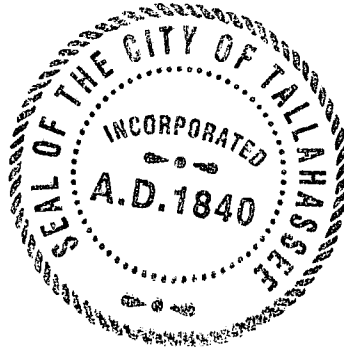
Attest:

By: *James O. Cooke, IV*
James O. Cooke, IV
City Treasurer-Clerk

By: *Andre Libroth*
Andre Libroth
Manager for Procurement Services

Approved as to form:

By: *City Attorney*
City Attorney



WILLIAMS COMMUNICATIONS, INC.

Erica Shields
Witness as to Contractor

Amelia
Witness as to the Contractor

By: *Blays Amos*
Name: *BLAYS AMOS*
Title: *CHIEF OPERATIONS OFFICER*