SINGLE SOURCE AWARD **BID # SS-0612-19**

Subject: BWI Regional Automated Property Information Database System

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to Business Watch International (U.S.) Inc. (BWI) for the use of Regional Automated Property Information Database System (RAPID) for the secure electronic data collection from pawnbrokers, secondhand metal recyclers and secondhand stores. The period of service is for five (5) years from date of signed agreement. Total not to exceed expenditure in the amount of $104,000.00 for the five (5) year period. There is no cost for the first year of service.

The Memorandum of Agreement to be reviewed and processed through the Office of General Counsel.

Funding Source: SHPS011SSIT-04662 – To be executed by formal contract through the Office of General Counsel

Single Source Award To: Business Watch International (U.S.) Inc. (BWI)

Price Justification: See attachment

Total Award: $104,000.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter, Memorandum of Agreement and Schedule A (Quote)

Certification as to Single Source: Nick Burgos, Director of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Nick Burgos
Director of Investigations & Homeland Security

Subject: Request for Single Source Award

Date: July 11, 2019

We are requesting approval for a single source award with Business Watch International (U.S.) Inc. (BWI) for the BWI Regional Automated Property Information Database System (RAPID) for a period of five (5) years from the date of the signed agreement. The single source request is for secure electronic data collection from pawnbrokers, secondhand metal recyclers and secondhand stores. They are the only vendor that compares a direct file from NCIC and FCIC on a nightly basis and has exclusive partnerships with ProtechDNA and NLETS. The total not to exceed expenditure amount for the period is $104,000.00, with the funds being allocated according to the chart below. The funding source is SHPS011SSIT-04662. Attached is the single source request, the single source letter and Schedule A and the Memorandum of Agreement from the vendor. We are requesting that the Memorandum of Agreement be processed through the Office of General Counsel.

Year 1	No Cost
Year 2	$26,000.00
Year 3	$26,000.00
Year 4	$26,000.00
Year 5	$26,000.00

Please let me know if you need any additional information.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Jacksonville Sheriff's Office

FUNDING SOURCE: SHPS011SSIT - 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:

BWI Regional Automated Property Information Database System (RAPID) for access to records received from pawnbrokers, secondhand metal recyclers and secondhand stores in Jacksonville, FL.

AMOUNT OF PROJECT (attach quote): $104,000.00 for five (5) year period

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

BWI Regional Automated Property Information Database System (RAPID) for access to records received from pawnbrokers, secondhand metal recyclers and secondhand stores in Jacksonville, FL. BWI officer state of the art technology for collecting and analyzing regulated business transactions. The transaction reports provide an investigative interface for the monitoring of pawnshop transaction data for stolen property

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Business Watch International (U.S.) Inc. (BWI) is the only vendor who can provide the tools that are availible on the BWI RAPID Systems, which includes the ability to compare a direct file from NCIC and FCIC on a nightly basis. This includes files for stolen property, firearms and vehicle identification numbers. BWI has an exclusive partnerships with ProtechDNA and NLETS.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

The Jacksonville Sheriff's Office asserts that we have researched the availability of other sources for this service and found no other sources that are able to provide the same level of services.

Submitted by: Daniel Shelton — Lieutenant

(Name) **(Title)**

Date:

Requesting Agency's Director's Signature:

BUSINESS WATCH INTERNATIONAL
102-7351 Wiles Road Coral Springs, FL 33067
Ph: (877) 404-3368 Fax: (954) 575-0968

June 20, 2019

Ref: Sole Source Letter

To: Jacksonville Sheriff's Office

Thank you for taking the Business Watch International, (BWI), RAPID system into consideration for your pawn, secondhand and secondary metal recycler needs. BWI offers state of the art technology for collecting and analyzing regulated business transactions.
No other national system offers the tools that are available on the BWI, RAPID system. This letter is to serve as a sole source letter listing some of the unique aspects of the BWI, RAPID system.
At the time of this letter the following are some of the unique aspects that the BWI RAPID system has to offer that no other system offers;

- All data is stored in a law enforcement located, owned and secured server as dictated by Florida law.
- All electronic firearm transactions are viewable to the agency for the full 60 days as allowed by Florida law.
- All data collected through the BWI, RAPID system is compared to a direct file from NCIC & FCIC on a nightly basis. This includes files for stolen property, firearms, and vehicle identification numbers.
- Exclusive partnerships with ProtechDNA and NLETS.
- There are many additional exclusive tools, reports and services that Business Watch International provides

Business Watch International provides not only Florida's largest law enforcement owned data base of regulated business transactions but also transactions from across the United States and Canada. BWI is the sole source for secure electronic data collection from regulated businesses with the unique tools listed.

I look forward to working with you on this project. If you have any questions please do not hesitate to call.

Michael Jacobs
Business Watch International / RAPID
President, U.S. Operations

MEMORANDUM OF AGREEMENT

BETWEEN THE

Jacksonville Sheriff's Office

("JSO")

-and-

Business Watch International (U.S.) Inc.

("BWI")

Whereas the Jurisdiction Department ("JSO") is responsible for the provision of law enforcement services in Jacksonville, Florida; and

Whereas as part of the provision of such law enforcement services, the JSO receives, reviews, and maintains a record of reports received from pawnbrokers, secondhand metal recyclers, and secondhand stores in Jacksonville, Florida; and

Whereas BWI has developed an Internet based Service, called the BWI Regional Automated Property Information Database (RAPID) system, (the "Service") that enables the electronic transmission, between the Companies, and the Jurisdiction Department, of information regarding the purchase or pawn from the public of second hand goods; and

Whereas the JSO desires to contract with BWI to provide its service to receive the transaction reports detailing the purchase or pawn of second hand goods from the public by the Companies, and to provide an investigative interface for the monitoring of the transaction data.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Term/Termination**

   The term of the Agreement shall be five (5) years from date of signed agreement (the "Term"). This term may be extended upon mutually agreed upon conditions at the end of the first five (5) years.

2. **Licensing Fee**

   All invoices are due and payable within 45 days of invoice in accordance to the rates outlined in Schedule A, on page 8.

3. **Failure to Make Payment**

   In the case of JSO's failure to make payment, for a period of 60 days, JSO acknowledges that BWI may disable their access to the Service.

4. **Legal Compliance of Electronic Recording of Data**

   BWI represents and warrants that the Service will contain the information and data as required by the Statutes and all other current and future federal, state or local laws. BWI will add any additional information and data as may be requested by the JSO, if reasonably feasible.

5. **Bankruptcy or Insolvency**

   If BWI becomes insolvent or bankrupt or otherwise unable to carry on business and the service is no longer available through a related or successor company to BWI, which shall be agreeable to the JSO, this Agreement shall be terminated.

6. **Transfer of Data Upon Termination**

   In the event of termination of this Agreement under Section 1 or 5 of this Agreement, BWI shall provide the user data entered in the service during the term of this Agreement to the JSO and the Companies in an industry standard format residing on computer media (XML or CSV file format).

7. Reporting to the Service by the Companies

a. The parties agree that after a Company has been selected for participation in the program by the JSO, use of the Service by the Companies will be mandatory.

b. BWI will provide each Company with remote training and support, and site access in accordance with the terms of this Agreement, at no cost to the Company.

8. Provision of Set-Up and Training

a. The JSO will provide BWI with a list of Companies which are required to electronically report transactions to the JSO and their respective locations and hours of operation.

b. BWI will contact each Company and offer assistance to ensure the Company is in compliance with the reporting requirements.

c. BWI will provide remote training in the use of the Service to person(s) identified by the JSO and will provide such training at no cost via web conferences.

9. Read-only Access

Additional agencies will be provided read-only access at no cost within Jacksonville. (Unless this agency uses another reporting system.)

10. Provision of Support

BWI will provide the JSO and the Companies with a Monday-Friday; 8:00 am to 5:00 pm (Central Standard Time) help line number for any and all types of difficulties with the Service. A complete on-line help feature will also be made available to the JSO and the Companies. The JSO will be provided with an emergency contact number for 24/7/365 help desk support on system performance matters but not including system access related issues such as password administration.

11. Retention of Transaction Record by the Company

a. BWI shall advise the JSO and all Companies in the event the service is rendered temporarily or permanently inoperable. The JSO shall inform the Companies of the appropriate procedures in order to maintain compliance in this event.

b. Where feasible, BWI shall seek the JSO's prior written approval of the written notice it will be providing to the Companies pursuant to this section.

c. In the event the service is rendered temporarily or permanently inoperable, or BWI experiences any form of Service failure, BWI will so advise the JSO and all Companies.

12. National RAPID Database

Unless specified otherwise by JSO, all data will be transferred to the National RAPID server, hosted by NLETS to enable an offsite data back up as well as national search capabilities for U.S. law enforcement. JSO will be given access a limited number of user accounts on this national server.

13. Ownership and Limited Use of Information Gathered

The transaction data gathered by BWI will be the sole property of the JSO. BWI shall provide the data to the JSO as requested. BWI has the right to access and utilize the data for the following purposes:

a. Support and Maintenance of the Service

b. Training of accredited law enforcement personnel and authorized civilian employees

c. Demonstrating the system to accredited law enforcement personnel

d. Integrating or querying by other law enforcement databases strictly accessed by accredited police agencies

14. Confidentiality Clause

Secondhand Dealer, secondhand metal recycler, and pawnbroker transaction records are confidential per the Statutes. BWI agrees to maintain the confidentiality of all information received from the JSO and the Companies. Furthermore, BWI will not give, sell, transfer or communicate the said information to any person or company without express written consent of the JSO. In the event that BWI receives a subpoena, a Court Order, or other legal service to compel the production of said information, then BWI shall give written notice of such demand to JSO at least ten (10) days before producing any information, in order to give JSO an opportunity to review and, if necessary, to contest such production.

15. Security Considerations

BWI's software uses 256-bit encryption for data transfer. Individuals employed by BWI and all other individuals that are not police officers, but who have a legitimate need to access the service for technical purposes, will meet with the standards of existing security protocols. BWI will advise the JSO of any breach of such security protocols.

At the request of the JSO, BWI will track the use of the service and supply such reports regarding such use.

16. Liabilities and Indemnities

a. BWI warrants and represents that provision of the service, and any software or hardware supplied by BWI as part of such provision, will not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party.

b. BWI shall indemnify and save harmless the JSO and all their respective officers, employees, agents and representatives from and against all loss, damages, costs, expenses and liability, including reasonable legal fees and costs, arising from the negligence or willful misconduct of BWI or any of its agents, suppliers or subcontractors arising from the service.

c. Without limiting the generality of subsection (b), BWI will indemnify the JSO from and against all claims, liability and expenses, including reasonable legal fees and costs, arising out of any third party claim for infringement or violation of that third party's intellectual property or proprietary rights as a result of the use of the service in accordance with this agreement.

d. BWI will maintain in force, at its own expense, general liability insurance coverage of $1.0 million to address its liability and indemnification obligations under this agreement and shall provide copies of said insurance to the JSO.

e. BWI hereby releases the JSO from all claims respecting any loss, damage or injury any or all of them may suffer with respect to any matter arising from this Agreement, except when due to the negligence or willful misconduct of the JSO, or its employees.

17. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal service or by registered mail, postage prepaid, to the parties as follows:
If to the JSO:

Jacksonville Sheriff's Office
C/O Detective Jeffrey Houston
501 E. Bay Street
Jacksonville, Florida 32202

If to BWI:

Mr. Michael Jacobs
Business Watch International (U.S.) Inc.
7351 Wiles Rd
Suite 102
Coral Springs, Florida 33067
772-643-3883 (Direct)
877-404-3368 Ext. 301 (Office)

18. Miscellaneous

a. Except as otherwise provided in this Agreement, no party may amend this Agreement, other than by an instrument in writing. The instrument must be executed by the authorized representatives of both parties.

b. The Parties recognize that a substantial inducement to JSO for entering into this Agreement is the professional reputation, experience and competence of BWI. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of JSO. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to JSO. If JSO approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of BWI.

c. The laws of the State of Florida shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the State of Florida.

d. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this

Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. BWI shall, at JSO's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

City of Jacksonville/Jacksonville Sheriff's Office

_____

_____

Date _____

Business Watch International (U.S.) Inc.

_____

_____

Date _____

Schedule A

1) **RAPID License Fee**

Included in price:

Year 1 No Charge
Year 2 $26,000
Year 3 $26,000
Year 4 $26,000
Year 5 $26,000

Price is for all pawn shops, secondhand dealers, and scrap metal recyclers

- Dealer Data Entry and upload utility for existing store programs
- Store set up and training
- Full use of the RAPID system
- Upgrades that have been developed for other jurisdictions
- NCIC cross-referencing with BWI Smart Match
- Unlimited saved searches
- Unlimited Law Enforcement user licenses
- Monday to Friday 8 A.M.-5 P.M. C.S.T. helpdesk
- Emergency 24-hour helpdesk

Not included in price:

- Harmari search tools
- WIST search tool

Supplemental Information:

- The stores will require a computer, high speed Internet connection and IE 8, 10, and 11.
- A basic web camera and fingerprint scanner will be needed if photographs and fingerprints are included in your ordinance or per State statute. A web cam should cost between $30 and $50. A fingerprint scanner can be ordered through a third party vendor through BWI for a price of $80.

QWS3270X 7/26/2019 2:53 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 07/26/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 2:53 PM

FISCAL MO/YEAR : 10 2019 CURRENCY CODE :
INDEX CODE : SHPS011SSIT INFORMATION SYSTEM MANAGEMENT
SUBOBJECT : 04662 HARDWARE/SOFTWARE MAINTENANCE & LICENSES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JULY 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	-44,813.91	4,464,735.56	4,464,735.56
EXPENDITURES	62,174.53	3,582,313.96	3,582,313.96
ENCUMBRANCES	-78,059.19	472,869.71	472,869.71
PRE-ENCUMBRANCES	105,193.75	110,491.75	110,491.75
REMAINING BALANCE	-134,123.00	299,060.14	299,060.14

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND