SINGLE SOURCE AWARD **BID # SS-0508-18**

Subject: Fiber Connection to Off Site Data Storage from PMB Data Center to TierPoint DR Site

Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval of Single Source award to Cequel Data Centers LP DF-PTP Dark Fiber Ring-2 Strands (East Route) and 2 Strands (West Route) plus Installation for fiber connection to Off Site Data Storage from PMB Data Center to TierPoint DR site. Total amount of expenditure not to exceed $103,543.00.

Funding Source: SHPP011ISM-04662 To be executed by Purchase Order.

Single Source Award To: Cequel Data Centers LP

Price Justification: See Attached

Total Award: $103,543.00 **Requisition #:** 233274

Attachments: Single Source Form, Recommendation Memo, Vendor Letter, Vendor Quote

Certification as to Single Source: Tony Davis, Director Police Services

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

Marleen Doran

Analyst: Marleen Doran

Greg Pease

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

06/26/18 13:50:25
Procurement Division

Thru: Bill Clement, CPA
Chief of Budget

From: Tony Davis
Director of Police Services

Subject: Single Source Award Request – Cequel Data Centers TierPoint Dark Fiber (REQ233274)

Date: June 21, 2018

The Jacksonville Sheriff's Office (JSO) is requesting a single source award with Cequel Data Centers TierPoint for fiber connection from the Police Memorial Building to TierPoint DR site, which serves as the Off-Site Data Center for the Jacksonville Sheriff's Office. The Dark Fiber Ring consists of 2 Fiber Strands East Route, 2 Fiber Strands West Route with one strand for transmit and one strand for receiving. The total not to exceed expenditure amount for the Dark Fiber Ring is $103,543.00. The funding source is SHPP011ISM-04662. The fiber will be purchased using a purchase order.

Attached is a copy of the quotes from Cequel Data Centers and the single source request form. Please let me know if you require any additional information. Thank you for your assistance.

REQ 233274

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: SHPP011ISM - 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:
Cequel Data Centers LP - TierPoint LLC DF-PTP Point to Point Dark Fiber - 2 Strands plus Installation

AMOUNT OF PROJECT (attach quote): $103,543 00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
Cequel Data Centers LP - TierPoint LLC DF-PTP Point to Point Dark Fiber - 2 Strands plus Installation for fiber connection to Off Site Data Storage from PMB Data Center to TierPont DR site

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
Cequel Data Centers LLC - TierPoint is the only vendor to provide the Connection of DF-PTP Point to Point Dark Fiber for Office Site Data Stoage from PMB Data Center to TierPoint DR site.

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:

JSO has verified that Cequel Data Centers LP - TierPoint LLC is the only vendor who can provide these services because they provide the Off Site Data Storage for JSO for our disaster recovery/redundant facility

Submitted by: A/C Oldham — Asst. Chief of ISM
(Name) (Title)

Date:

Requesting Agency's Director's Signature: Gary Davis 6017

KEW 2332744

27852

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: ISM/JSO (Work Unit) | CID (Division) | Administration (Dept.)

Requestor: ISM-Kevin M Sines (Name) | 7786 (ID #) | 630-2364 (Phone) | 4/12/2018 (Date)

Deliver To Location: 501 West Adams Street, Jacksonville, FL 32202, Attn: Will Hinton

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	DF-PTP Point to Point Dark Fiber - 2 Strands		12	$ 7,000.00	$ 84,000.00
2	Installation (Non-recurring Charges)		1	$ 19,543.00	$ 19,543.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15	W/O # 228730				
				TOTAL REQUEST	$ 103,543.00

Suggested Vendor: Cequel Data Centers ~~TierPoint Florida, LLC~~ Vendor Phone: Scott Wagner (904) 616-4526

Vendor Address / E-mail: ~~ID# 00018794~~ # 00017359

☐ Proprietary
☑ Sole Source — If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *
* Enter name and # of Grant or Trust Fund

RECEIVED 2018 APR 12 A 11:04 OFFICE OF THE SHERIFF BUDGET MGMT. DIV.

Justification / Repetitive Request Authorization / Notes.

Fiber connection from PMB Data Center to Tierpoint DR Site. This is the Sheriff's Office Off-Site Data Center.

Approvals:
1. Signature — ID # 7773 — Date 4/12/18
2. Signature — ID # 6521 — Date 04-12-18
3. Signature — ID # — Date
4. Signature — ID # — Date

Required approval level (per General Order 54):	
$0 to $2,500	- Assistant Chief or higher
$2,501 to $5,000	- Chief or higher
$5,001 or more	- Director or higher

Budget Office Use Only
Index ____ Subobject ____
Analyst ____ Date ____

P-1532 Rev 2010-09

tierpoint

Budgetary Quote for Services

12444 Powerscourt Drive
Suite 450
St Louis, MO 63131

Quote Date: 03/05/2018
Quote Number: T01910114

Customer:
JSO ISM - City of Jacksonville / Office of the Sheriff
501 E Bay St.
Jacksonville, FL 32202

Expires: **08/31/2018**
Prepared by: Scott Wagner
Email: Scott.Wagner@tierpoint.com
Phone Number: 904-440-7206

I. New Services:

Premises: Jacksonville, FL
8324 Baymeadows Way, Jacksonville, FL 32256

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Initial Term (Months)	Comments
1.	DF-PTP Dark Fiber Ring – 2 Fiber Strands East Route – 2 Fiber Strands West Route (For EACH Route - 1 Strand Transmit – 1 Strand Receive)	1	7,000.0000	7,000.00	19,543.00	12	Dark Fiber Ring with East and West Routes - 2 Strands Each Route
Jacksonville Total				**7,000.00**	**19,543.00**		

New Services Totals:
Monthly Recurring Charges ("MRC") Total: $7,000.00
Non-recurring Charges ("NRC") Total: $19,543.00

This Budgetary Quote is not a contract. It is subject to further TierPoint internal approvals and is not binding on either party.

Sales Order Terms and Conditions

1. Capitalized Terms. All capitalized terms used herein will have the meanings set forth in Table 1 of this Sales Order. If the MSA does not specifically use the capitalized term in this Sales Order, the equivalent term used in the MSA as set forth in Table 1 ("Equivalent Term") will be deemed to be substituted with and have the meaning of the corresponding capitalized term in Table 1 for purposes of reading and interpreting the MSA with respect to this Sales Order.

2. Assignment. If the MSA is between a subsidiary of TierPoint and Customer, Customer acknowledges and agrees that this Sales Order will operate as an assignment of such MSA to such subsidiary's ultimate parent company, TierPoint. TierPoint agrees to accept assignment of the MSA, and TierPoint hereby assumes all of the rights, title, duties, obligations and interests therein, from its subsidiary.

3. Taxes and Fees. Excluding taxes based on TierPoint's net income, Customer is liable for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Customer's receipt or use of the Services, regardless of whether TierPoint invoices Customer for such amounts.

4. Entire Agreement. This Sales Order, together with the MSA between TierPoint and Customer dated 03/07/2017, form the entire agreement between the Customer and TierPoint with respect to the Services listed herein, and Customer and TierPoint agree that the terms of the MSA will apply to this Sales Order and the Services as provided by TierPoint. Customer and TierPoint agree that this Sales Order will be interpreted to operate in accordance with and subject to the terms of the MSA.

5. Termination and Nonrenewal. IF CUSTOMER INTENDS NOT TO RENEW THIS SALES ORDER OR A SERVICE, AS PERMITTED BY THE MSA, CUSTOMER MUST PROVIDE NOTICE FROM AN AUTHORIZED REPRESENTATIVE OF CUSTOMER OF SUCH NONRENEWAL BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/nonautomaticrenewal. IF CUSTOMER INTENDS TO TERMINATE THIS SALES ORDER OR A SERVICE, AS PERMITTED BY THE MSA, CUSTOMER MUST PROVIDE NOTICE FROM AN AUTHORIZED REPRESENTATIVE OF CUSTOMER OF SUCH TERMINATOIN BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/cancel. CUSTOMER SHALL NOT BE DEEMED TO HAVE PROVIDED AN EFFECTIVE NOTICE OF NONRENEWAL OR TERMINATION IF TIERPOINT DOES NOT RECEIVE SUCH NOTICE AS SET FORTH IN THIS PARAGRAPH AND IN ACCORDANCE WITH THE TERMS OF THE MSA.

6. DDoS Mitigation. If Customer receives TierPoint's blended Internet Services pursuant to this Sales Order, TierPoint will provide Customer with TierPoint's base distributed denial of service ("DDoS") mitigation product ("DDoS Product A") at no charge that will mitigate the effects of any 6+Gbps volumetric DDoS attack on Customer's logical infrastructure. Notwithstanding the foregoing, if Customer experiences a second DDoS attack while this Sales Order is in effect, TierPoint will have the right to null route the Customer data pipeline upstream of TierPoint's edge routing infrastructure and/or suspend TierPoint's provision of the TierPoint blended Internet Services to Customer without liability to Customer until such time that Customer enters into a Sales Order to purchase TierPoint's enhanced DDoS mitigation product ("DDoS Product B"), as described in such Sales Order, while this Sales Order is in effect. Except as otherwise set forth in a Sales Order, TierPoint makes no representations or warranties with respect to DDoS Product A or DDoS Product B, and Customer will not be eligible to receive Service Level Credits for any Services affected by a DDoS attack or DDoS Product A's or DDoS Product B's ability or inability to mitigate or prevent the effects of a DDoS attack. Except as otherwise set forth in a Sales Order, Customer releases and agrees to hold TierPoint harmless for TierPoint's provision of and Customer's receipt or use of DDoS Product A or DDoS Product B. If TierPoint is providing Microsoft Azure or O365 Services as described in an applicable Sales Order, Customer acknowledges and agrees that DDoS Product A and DDoS Product B cannot mitigate the effects of or prevent DDoS attacks from affecting (i) Customer's use or receipt of Microsoft Azure or O365 Services, (ii) Customer's operations that rely on TierPoint's provision of Microsoft Azure or O365 Services, or (iii) Customer's use or receipt of other Services provided by TierPoint that operate in conjunction with or rely on TierPoint's provision of Microsoft Azure or O365 Services.

tierpoint

Sales Order: T01910114

The undersigned parties have caused this Sales Order to be executed by their duly authorized representatives.

Customer:	TierPoint, LLC:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Table 1		
Capitalized term used in this Sales Order	Definition	Equivalent Term
Customer	The entity receiving the Services under the Sales Order	Customer, Client, Co-locator, Company or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Initial Term	The initial duration of this Sales Order, not including any applicable renewal terms	Initial Term, Term, Service Term or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
MSA	The document identified in Section 3 that contains the terms and conditions governing the provision of the Services	Master Services Agreement, MSA Agreement, Terms & Conditions, Schedule, Addendum or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
MRC	The recurring monthly charges that Customer is required to pay TierPoint each month for the Services	MRC, Recurring Monthly Charges, Fees, Customer Recurring Charge or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
NRC	The one-time charges that Customer is required to pay TierPoint	NRC, One-time Charge, Non-recurring Charge or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Premises	The location(s) where the Services will be provided under the Sales Order	Premises, Facility, Data Center or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Sales Order	The document that itemizes the Services and charges for such Services	Sales Order, Service Order, Service Order Form, Schedule, SLA, Attachment, Addendum, Exhibit A, SOW, Proposal or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Services	Collectively, all the services to be provided by TierPoint to Customer under this Sales Order	Services or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
TierPoint	TierPoint, LLC, the entity providing the Services	TierPoint, Company, CoSentry, Xiolink, Provider, AXSNE, Xand, DBSI, Colo4, Colo4Dallas, BTP, PTP, PTC, Hosted Solutions or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column

PROPRIETARY AWARD **BID # SP-0406-17**

Subject: Off-Site Data Storage for Disaster Recovery and 911 Back-Up.

Department: Jacksonville Sheriff's Office

Description of Purchase: Proprietary SB
Recommend approval of ~~Sole Source~~ award to TierPoint for a co-location facility for disaster recovery or redundant facility for JSO Information Systems Management (ISM) and the 911 unit. The period of service for ISM is three (3) years from the signed agreement. The period of service for the 911 unit is five (5) years from the signed agreement to be executed by formal contract through OGC.

The total not to exceed expenditure amount for the award is $445,000.00. The not-to-exceed expenditure amount for the first year from date of executed contract is $105,000.00. The funding source for the first year will be encumbered by account SHPP011ISM 04662 - $40,000.00; and account SHPS171SS91 04950 - $65,000.00. We are requesting the agreements be processed through the Mayor's office.

Sole Source Award To: TierPoint

Price Justification: See Attached

Total Award: $445,000.00 **Requisition # N/A**

Attachments: Proprietary Request Form; Vendor Sales Order

Certification as to Sole Source: Tony Davis, Director of Police Services

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

ANALYST: Steven Burakowski

For **Gregory Pease, Chief Procurement Division**

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eichner
CHAIRMAN

DATE 2/2/17

ACTION OF AWARDING AUTHORITY

DATE: 2/02/17

MR **APPROVED** _____ **DISAPPROVED** _____

Sam E. Mousa
Chief Administrative Officer
For Mayor Curry
Under Auth.
Executive Order No. 2015-05

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

QWS3270X 6/14/2018 3:07 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/14/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 3:07 PM

FISCAL MO/YEAR : 09 2018 CURRENCY CODE :
INDEX CODE : SHPP011ISM INFORMATION SYSTEMS MANAGEMENT
SUBOBJECT : 04662 HARDWARE/SOFTWARE MAINTENANCE & LICENSES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	4,657,942.62	4,657,942.62
EXPENDITURES	93,190.75	3,163,964.26	3,163,964.26
ENCUMBRANCES	-97,079.75	534,466.15	534,466.15
PRE-ENCUMBRANCES	-19,413.44	103,543.00	103,543.00
REMAINING BALANCE	23,302.44	855,969.21	855,969.21

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

G014 - RECORD FOUND