SINGLE SOURCE AWARD **BID # SS-8551-20**

Subject: Off-Site Data Center for ISM, JSO and 911

Department: Sheriff's Office

Description of Purchase: Recommend approval to ratify the award from May 1, 2020 to date of award.

Recommend approval of a Single Source Award to Cequel Data Centers, LP dba TierPoint, LLC for secure co-location storage for servers and equipment used by the Jacksonville Sheriff's Office Information Systems Management Unit and back-up for the Duval County 911 Emergency Telephone System. The period of service is date of award through April 30, 2023. The total not to exceed expenditure amount for the three (3) year period is $622,584.00.

Funding Source: 00111.552104.546620.000000.00000000.00000.0000000 (FY20 $ 54,413.75) for ISM
10701.552103.549040.000000.00000348.00000.0000000 (FY20 $32,056.25) for 911
To be executed by Purchase Order

Single Source Award To: Cequel Data Centers, LP dba TierPoint, LLC

Price Justification: See attachment

Total Award: $622,584.00 **Requisition #:** PSSS-500373-20

Attachments: Recommendation Memo, Single Source Form, Supplier Quote, Previous Award

Certification as to Single Source: Derrick Lewis, Director of Police Services

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 _____

SS-8551-20

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: Derrick Lewis
Director of Police Services

Subject: Single Source Award Request – Cequel Data Centers, LP, dba TierPoint, LLC

Date: April 14, 2020

The Jacksonville Sheriff's Office (JSO) is requesting a single source award with Cequel Data Centers, LP, dba TierPoint, LLC, for Off-Site Data Center for the Jacksonville Sheriff's Office for ISM and 911. The services provided are listed in Sales Order T05160491 and T05160483 that are attached to this request. The period of service is 36 months beginning May 1, 2020 to April 30, 2023. The total not to exceed expenditure amount for the three (3) year period is $622,584.00. The charge account for ISM is 00111.552104.546620.000000.00000000 and the charge account for 911 is 10701.552103.549040.000000.00000348. We will be issuing a purchase order to the vendor. The previous award is SP-0406-17.

The expenditures are allocated as follows:

FY	ISM	911	Total
2020	$ 54,413.75	$ 32,056.25	$ 86,470.00
2021	$ 130,593.00	$ 76,935.00	$ 207,528.00
2022	$ 130,593.00	$ 76,935.00	$ 207,528.00
2023	$ 76,179.25	$ 44,878.75	$ 121,058.00
	$ 391,779.00	$ 230,805.00	$ 622,584.00

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

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: 00111.552104.546620.000000.00000000 ISM & 10701.552103.549040.000000.00000348 911

BRIEF DESCRIPTION OF GOODS/SERVICES:

Off-site data storage for disaster recovery and 911 back-up with Cequel Data Centers, LP dba Tierpoint, LLC

AMOUNT OF PROJECT (attach quote): $622,584.00

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

Secure co-location storage for servers and equipment used by the Jacksonville Sheriff's Office Information Systems Management unit and back up for the Duval County 911 Emergency Telephone System

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

A co-location facility is a data center facility in which an entity can rent space for servers and other computing hardware. A co-location is typically used as a disaster recovery or redundant data facility. Tierpoint meets the requirements for being more than 5 miles away from the primary location, it meets the power requirement of being a Tier 3 plus facility with Dual Redundant Power Feeds from Independent grids and contains fully redundant subsystems and compartmentalized security zones.

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:

Research has been conducted and Tierpoint is the only facility that meets the required criteria for a co-location facility for JSO, including 911. We have utilized the Tierpoint site since 2017 and moving the equipment would be too costly as we would have to run both the old and new facilities in tandem with duplicate telecommunication links and equipment as we moved and reprogrammed equipment with new IP addresses. The vendor for our Core Services for Next Generation 911 is also housed at TierPoint and we save on wiring and connectivity to them at the location.

Submitted by: Deidra Baines — Procurement Manager

(Name) — **(Title)**

Date:

Requesting Agency's Director's Signature:

tierpoint

Sales Order: T05160491

12444 Powerscourt Drive
Suite 450
St Louis, MO 63131

Customer:
JAX 911 - City of Jacksonville/Office of the Sheriff (JSO ISM - City of Jacksonville / Office of the Sheriff)
501 E Bay St.
Jacksonville, FL 32202

Proposal Date:	02/05/20
Order Number:	T05160491
Expiration Date:	06/28/20
Initial Term:	36 Months
Prepared by:	Scott Wagner
Email:	Scott.Wagner@tierpoint.com
Phone Number:	904-440-7206

I. New Services:

TierPoint will provide the following Services to Customer under this Sales Order, and Customer will pay the MRC and NRC, as applicable, listed below under "New Services Totals".

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

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
1.	COLO-CAGE-SQ-FT Colocation Cage Space Per Sq Ft	100	8.3925	839.25	0.00	
2.	COLO-FCAB-ROFR Dedicated Colocation Full Cabinet - Right of First Refusal	1	96.2500	96.25	0.00	
3.	COLO-30A-208V-1P 208V 30 AMP Power Circuit - (24) Amps or (4.9 kW) of Useable power via Dual Feed - PDU requirement L6-30P (Not Included) - Receptacle for Power Circuit is L6-30R (Included) - Services subject to overage charges Overages: $$45.73 Unit of Measure: AMP	2	1,138.0000	2,276.00	0.00	
4.	COLO-20A-120V-1P 120V 20 AMP Power Circuit - (16) Amps (or 1.9 kW) of Useable power via Dual Feed - PDU requirement L5-20P (Not Included) - Receptacle for Power Circuit is L5-20R (Included) - Services subject to overage charges Overages: $$45.73 Unit of Measure: AMP	1	466.2500	466.25	0.00	
5.	COLO-PDU-20-120 20A 120V PDU TierPoint Provided	2	0.0000	0.00	0.00	
6.	COLO-PDU-30-208 30A 208V PDU TierPoint Provided	4	0.0000	0.00	0.00	
7.	1005-95BAND-49M Bandwidth 95th Percentile 1-49Mbps Overages: $$19.500 Unit of Measure: Mbps	10	15.0000	150.00	0.00	
8.	IP ADDRESSES Dedicated IP Subnet	1	0.0000	0.00	0.00	
9.	2010-CAT5 Telecom Services Stand Alone Cross-Connect -	1	55.0000	55.00	0.00	

V08142019

	Cable Type: CAT5					
10.	DF-PTP Point to Point Dark Fiber - 2 Strands	1	7,000.0000	7,000.00	0.00	
Jacksonville Total				**10,882.75**	**0.00**	

New Services Totals:
Monthly Recurring Charges ("MRC") Total: $10,882.75
Non-recurring Charges ("NRC") Total: $0.00

II. Terminated Services:

This Sales Order terminates the Services listed below that were provided to Customer under another Sales Order or Sales Orders (collectively "Terminating Order") with such termination to be effective upon the date that TierPoint decommissions such Services pursuant to the agreement of the parties. These Services will no longer be provided to Customer, and Customer will have no obligation to pay any MRC or NRC for such Services as of the date that TierPoint decommissions such Services. Until such time that the Services are decommissioned by TierPoint, Customer will be obligated to pay TierPoint the applicable MRC or NRC under the Terminating Order for such Services. Notwithstanding anything to the contrary in this Sales Order, this Sales Order does not terminate TierPoint's rights and Customer's obligations with respect to any termination charge or other termination fees that may be applicable to any or all of the terminated Services pursuant to the Terminating Order or the MSA between Customer and TierPoint, and all such rights and obligations will continue to apply as applicable.

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

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
11.	IP ADDRESSES Dedicated IP Subnet	-16	1.4000	-22.40	0.00	
12.	COLO-30A-208V-A 208V 30A Single Phase Power A Side	-2	756.0000	-1,512.00	0.00	
13.	PORT-DIA-MBPS Internet Access Bandwidth (Mbps) - Dual Ethernet Connection Bundle Overages: $$19.500 Unit of Measure: Mbps	-10	15.0000	-150.00	0.00	
14.	COLO-30A-208V-B 208V 30A Single Phase Power B Side	-2	382.0000	-764.00	0.00	
15.	COLO-FCAB-ROFR Dedicated Colocation Full Cabinet - Right of First Refusal	-1	96.2500	-96.25	0.00	
16.	CAT5-XCON-3P Cat 5 Copper Ethernet Cross Connect to 3rd Party Carrier	-1	55.0000	-55.00	0.00	
17.	SVC-COLO-DISCOUNT Colocation Discount	-1	-644.4000	644.40	0.00	
18.	COLO-FCAB Dedicated Colocation Full Cabinet	-1	455.0000	-455.00	0.00	
19.	COLO-20A-120V-1P 120V 20 AMP Power Circuit - (16) Amps (or 1.9 kW) of Useable power via Dual Feed - PDU requirement L5-20P (Not Included)	-1	562.5000	-562.50	0.00	

	- Receptacle for Power Circuit is L5-20R (Included) - Services subject to overage charges Overages: $$45.73 Unit of Measure: AMP					
20.	COLO-PDU-20-120 Metered 20A 120V PDU	-2	0.0000	0.00	0.00	
21.	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	0.00	
22.	COLO-FCAB-SC Dedicated Colocation Full Cabinet	-2	455.0000	-910.00	0.00	
Jacksonville Total				**-10,882.75**	**0.00**	

Terminated Services Totals:
Monthly Recurring Charges ("MRC") Total: $-10,882.75
Non-recurring Charges ("NRC") Total: $0.00

Net Changes:
The following information reflects the net changes to Customer's billing amounts under this Service Order after factoring in the termination of certain Services under other Service Orders and the addition of new Services under this Service Order. These amounts are for information purposes only and have no impact to the amounts Customer is required to pay pursuant to the "New Services" section above.

Net Change to Monthly Recurring Charges ("MRC") Total: $0.00
Net Non-recurring Charges ("NRC") Total: $0.00

III. Additional Terms:

Notwithstanding anything to the contrary in the MSA or this Sales Order, the Service Commencement date for purpose of billing the Services shown on this Sales Order is mutually agreed to be May 1, 2020.

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. Notwithstanding anything to the contrary in the MSA, if the MSA uses the same capitalized term as used in this Sales Order but with a different or conflicting meaning, then the capitalized term used in this Sales Order will apply and supersede the conflicting term in 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 AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. 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 TERMINATION BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/cancel AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. CUSTOMER SHALL NOT BE DEEMED TO HAVE PROVIDED AN EFFECTIVE NOTICE OF NONRENEWAL OR TERMINATION IF TIERPOINT DOES NOT RECEIVE SUCH NOTICE AND INFORMATION 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.

7. Service Commencement Date. Notwithstanding anything to the contrary in the MSA and unless otherwise specifically indicated in this Sales Order, billing for a Service in this Sales Order and the first day of the Initial Term for such Service commences on the first date TierPoint delivers the Service (such first date of delivery the "Service Commencement Date") regardless of whether Customer has commenced use of the Service, has procured any necessary services from third-party vendors required to operate the Service, or is otherwise prepared to operate the Service. If Customer's actions or omissions are

preventing TierPoint from completing delivery of a Service under this Sales Order and Customer fails to cure such action or omission within ten (10) days of notice from TierPoint, then the Service will be deemed delivered on the first day following the end of such cure period. Customer will be deemed to have accepted a Service upon delivery.

Notwithstanding anything to the contrary in the MSA with regard to the date that TierPoint shall commence billing for a Service, Customer hereby acknowledges that for any of the following Service types listed below that are included in this Sales Order, the start of the Initial Term and the date that TierPoint shall begin billing Customer for such Service shall be as follows:

a. DRaaS: For Services related to disaster recovery, the start of the Initial Term and the date billing shall commence shall be the earlier of a) thirty (30) calendar days from the date the recovery environment is turned over to Customer in a state that data seeding can begin, or b) the date that data seeding has actually completed.
b. BaaS: For backup related Services, the start of the Initial Term and the date billing shall commence shall be the date that such third-party backup service software is installed, and a test file has been backed up and successfully restored.
c. Migration: For Services related to data migration, unless stated otherwise in the Sales Order or a Statement of Work, the start of the Initial Term and the date MRC billing shall commence shall be upon commencement of the data migration process, and any NRC shall be billed half upon execution of the Sales Order and the remaining half upon completion of the migration.
d. O365: For Office 365 licensing Services, the start of the Initial Term and the date billing shall commence shall be the date that licenses are assigned by TierPoint to Customer.
e. Managed Exchange: For Services relating to the management of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that the exchange server is available online to Customer and able to accept mail.
f. Hosted Exchange: For Services relating to the hosting of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that mailboxes are created and available for Customer use.

8. Coterminous Order. If this Sales Order indicates that it is coterminous with a different Sales Order (the "Benchmark Order"), the term for each Service in this Sales Order (each a "Coterminous Service") will be the period commencing on the Service Commencement Date for such Coterminous Service and ending on the last day of the term for the service under the Benchmark Order with the latest term end date out of all the services in the Benchmark Order (the "Benchmark Service"). Notwithstanding anything to the contrary in Section 7 of this Sales Order, upon the Service Commencement Date of a Coterminous Service, the term of the Coterminous Service will be deemed to fall within the same initial term or renewal term that applies to the Benchmark Service at such time, and the Coterminous Service will renew on the same dates that the term of the Benchmark Service renews.

9. Credit Policy. If Customer fails to pay any Fees when due or there has been a significant adverse change in Customer's credit information during the Term, notwithstanding anything to the contrary in the MSA or this Sales Order, in addition to any other rights in the MSA or this Sales Order, TierPoint shall have the right to (a) require Customer to change its method of payment to a method selected by TierPoint; (b) require Customer to pay invoices on a different payment schedule; and/or (c) require Customer to make one or more security deposits in each instance as a condition of TierPoint's continuation of Services and without the need to amend the MSA or this Sales Order and Customer's failure to comply with any such requirement will be deemed a material breach of the MSA. Any such security deposit(s) will be held by TierPoint as security for payment of future Fees and may be used by TierPoint to pay any delinquent Fees. No interest will be earned on security deposits. At such time as the provision of all Services to Customer are terminated, the amount of the security deposit will be credited to Customer's account and any excess credit balance will be refunded to Customer.

The undersigned parties have caused this Sales Order to be executed by their duly authorized representatives and entered into as of the last date signed below. *IF CUSTOMER DOES NOT RETURN A SIGNED AND DATED COPY OF THIS SALES ORDER TO TIERPOINT BY 5:00 P.M. CENTRAL TIME ON THE EXPIRATION DATE LISTED ABOVE, THEN TIERPOINT'S OFFER TO ENTER INTO THIS SALES ORDER WILL EXPIRE AUTOMATICALLY AND WITHOUT FURTHER ACTION BY TIERPOINT, AND THIS SALES ORDER WILL AUTOMATICALLY BECOME NULL AND VOID AT SUCH TIME.*

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
Fees	Any and all amounts owed under a Sales Order and the MSA including applicable MRCs, NRCs, taxes and other amounts.	Fees, Charges, Applicable Taxes, fees, 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 4 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
SLA	The applicable service level objectives for Services as provided for in the MSA or other document	Service Level Agreement, Service Level Objectives, SLA, or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Service Level Event	An event with respect to the applicable Service or Services that qualifies for a service credit under an applicable SLA as provided for in the MSA or other document	Service Level Event or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Termination Charge	The fee that is owed by Customer to TierPoint for the termination of a Sales Order or Services prior to the expiration of the corresponding term	Termination Charge, Termination Fee, liquidated damages 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

tierpoint

Sales Order: T05160483

12444 Powerscourt Drive
Suite 450
St Louis, MO 63131

Customer:
JAX 911 - City of Jacksonville/Office of the Sheriff
501 E Bay St
Jacksonville, FL 32202-2927

Proposal Date:	02/06/20
Order Number:	T05160483
Expiration Date:	06/28/20
Initial Term:	36 Months
Prepared by:	Scott Wagner
Email:	Scott.Wagner@tierpoint.com
Phone Number:	904-440-7206

I. New Services:

TierPoint will provide the following Services to Customer under this Sales Order, and Customer will pay the MRC and NRC, as applicable, listed below under "New Services Totals".

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

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
1.	COLO-CAGE-SQ-FT Colocation Cage Space Per Sq Ft	100	31.6500	3,165.00	0.00	
2.	COLO-20A-120V-1P 120V 20 AMP Power Circuit - (16) Amps (or 1.9 kW) of Useable power via Dual Feed - PDU requirement L5-20P (Not Included) - Receptacle for Power Circuit is L5-20R (Included) - Services subject to overage charges Overages: $$45.73 Unit of Measure: AMP	3	393.7500	1,181.25	0.00	
3.	COLO-PDU-20-120 20A 120V PDU TierPoint Provided	6	0.0000	0.00	0.00	
4.	2010-CAT5 Telecom Services Stand Alone Cross-Connect - Cable Type: CAT5	8	55.0000	440.00	0.00	2 for DR suite
5.	1005-95BAND-99M Bandwidth 95th Percentile 50-99Mbps Overages: $$13.650 Unit of Measure: Mbps	50	10.5000	525.00	0.00	
6.	COLO-ERDR Card Reader (Electronic Access)	1	50.0000	50.00	0.00	
7.	BCS-OFFICE Disaster Recovery Suite	225	3.5556	800.00	0.00	
8.	BCS-STORAGE	2	125.0000	250.00	0.00	
Jacksonville Total				6,411.25	0.00	

New Services Totals:
Monthly Recurring Charges ("MRC") Total: $6,411.25
Non-recurring Charges ("NRC") Total: $0.00

II. Terminated Services:

This Sales Order terminates the Services listed below that were provided to Customer under another Sales Order or Sales Orders (collectively "Terminating Order") with such termination to be effective

upon the date that TierPoint decommissions such Services pursuant to the agreement of the parties. These Services will no longer be provided to Customer, and Customer will have no obligation to pay any MRC or NRC for such Services as of the date that TierPoint decommissions such Services. Until such time that the Services are decommissioned by TierPoint, Customer will be obligated to pay TierPoint the applicable MRC or NRC under the Terminating Order for such Services. Notwithstanding anything to the contrary in this Sales Order, this Sales Order does not terminate TierPoint's rights and Customer's obligations with respect to any termination charge or other termination fees that may be applicable to any or all of the terminated Services pursuant to the Terminating Order or the MSA between Customer and TierPoint, and all such rights and obligations will continue to apply as applicable.

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

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
9.	COLO-20A-120V-A 120V 20 AMP Primary (A) Power circuit	-3	262.5000	-787.50	0.00	
10.	COLO-20A-120V-B 120V 20 AMP Secondary (B) Power circuit	-3	131.2500	-393.75	0.00	
11.	PORT-DIA-MBPS Internet Access Bandwidth (Mbps) - Dual Ethernet Connection Bundle Overages: $$13.650 Unit of Measure: Mbps	-50	10.5000	-525.00	0.00	
12.	COLO-CAGE-SQ-FT Private Colocation Cage	-100	18.0000	-1,800.00	0.00	
13.	MISC-STOR Data Center/DR Storage Space	-2	125.0000	-250.00	0.00	
14.	COLO-FCAB Dedicated Colocation Full Cabinet	-3	455.0000	-1,365.00	0.00	
15.	CAT5-XCON-3P Cat 5 Copper Ethernet Cross Connect to 3rd Party Carrier	-6	55.0000	-330.00	0.00	
16.	DR-Suite-4 Disaster Recovery Suite - Custom	-1	800.0000	-800.00	0.00	
17.	CAT5-XCON Intrafacility Cat 5 Copper Cross Connect	-2	55.0000	-110.00	0.00	
18.	COLO-ERDR Card Reader (Electronic Access)	-1	50.0000	-50.00	0.00	
Jacksonville Total				**-6,411.25**	**0.00**	

Terminated Services Totals:
Monthly Recurring Charges ("MRC") Total: $-6,411.25
Non-recurring Charges ("NRC") Total: $0.00

Net Changes:
The following information reflects the net changes to Customer's billing amounts under this Service Order after factoring in the termination of certain Services under other Service Orders and the addition of new Services under this Service Order. These amounts are for information purposes only and have no impact to the amounts Customer is required to pay pursuant to the "New Services" section above.

Net Change to Monthly Recurring Charges ("MRC") Total: $0.00
Net Non-recurring Charges ("NRC") Total: $0.00

III. Additional Terms:

Notwithstanding anything to the contrary in the MSA or this Sales Order, the Service Commencement date for purpose of billing the Services shown on this Sales Order is mutually agreed to be May 1, 2020.

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. Notwithstanding anything to the contrary in the MSA, if the MSA uses the same capitalized term as used in this Sales Order but with a different or conflicting meaning, then the capitalized term used in this Sales Order will apply and supersede the conflicting term in 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 AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. 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 TERMINATION BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/cancel AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. CUSTOMER SHALL NOT BE DEEMED TO HAVE PROVIDED AN EFFECTIVE NOTICE OF NONRENEWAL OR TERMINATION IF TIERPOINT DOES NOT RECEIVE SUCH NOTICE AND INFORMATION 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.

7. Service Commencement Date. Notwithstanding anything to the contrary in the MSA and unless otherwise specifically indicated in this Sales Order, billing for a Service in this Sales Order and the first day of the Initial Term for such Service commences on the first date TierPoint delivers the Service (such first date of delivery the "Service Commencement Date") regardless of whether Customer has commenced use of the Service, has procured any necessary services from third-party vendors required to operate the Service, or is otherwise prepared to operate the Service. If Customer's actions or omissions are

preventing TierPoint from completing delivery of a Service under this Sales Order and Customer fails to cure such action or omission within ten (10) days of notice from TierPoint, then the Service will be deemed delivered on the first day following the end of such cure period. Customer will be deemed to have accepted a Service upon delivery.

Notwithstanding anything to the contrary in the MSA with regard to the date that TierPoint shall commence billing for a Service, Customer hereby acknowledges that for any of the following Service types listed below that are included in this Sales Order, the start of the Initial Term and the date that TierPoint shall begin billing Customer for such Service shall be as follows:

a. DRaaS: For Services related to disaster recovery, the start of the Initial Term and the date billing shall commence shall be the earlier of a) thirty (30) calendar days from the date the recovery environment is turned over to Customer in a state that data seeding can begin, or b) the date that data seeding has actually completed.
b. BaaS: For backup related Services, the start of the Initial Term and the date billing shall commence shall be the date that such third-party backup service software is installed, and a test file has been backed up and successfully restored.
c. Migration: For Services related to data migration, unless stated otherwise in the Sales Order or a Statement of Work, the start of the Initial Term and the date MRC billing shall commence shall be upon commencement of the data migration process, and any NRC shall be billed half upon execution of the Sales Order and the remaining half upon completion of the migration.
d. O365: For Office 365 licensing Services, the start of the Initial Term and the date billing shall commence shall be the date that licenses are assigned by TierPoint to Customer.
e. Managed Exchange: For Services relating to the management of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that the exchange server is available online to Customer and able to accept mail.
f. Hosted Exchange: For Services relating to the hosting of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that mailboxes are created and available for Customer use.

8. Coterminous Order. If this Sales Order indicates that it is coterminous with a different Sales Order (the "Benchmark Order"), the term for each Service in this Sales Order (each a "Coterminous Service") will be the period commencing on the Service Commencement Date for such Coterminous Service and ending on the last day of the term for the service under the Benchmark Order with the latest term end date out of all the services in the Benchmark Order (the "Benchmark Service"). Notwithstanding anything to the contrary in Section 7 of this Sales Order, upon the Service Commencement Date of a Coterminous Service, the term of the Coterminous Service will be deemed to fall within the same initial term or renewal term that applies to the Benchmark Service at such time, and the Coterminous Service will renew on the same dates that the term of the Benchmark Service renews.

9. Credit Policy. If Customer fails to pay any Fees when due or there has been a significant adverse change in Customer's credit information during the Term, notwithstanding anything to the contrary in the MSA or this Sales Order, in addition to any other rights in the MSA or this Sales Order, TierPoint shall have the right to (a) require Customer to change its method of payment to a method selected by TierPoint; (b) require Customer to pay invoices on a different payment schedule; and/or (c) require Customer to make one or more security deposits in each instance as a condition of TierPoint's continuation of Services and without the need to amend the MSA or this Sales Order and Customer's failure to comply with any such requirement will be deemed a material breach of the MSA. Any such security deposit(s) will be held by TierPoint as security for payment of future Fees and may be used by TierPoint to pay any delinquent Fees. No interest will be earned on security deposits. At such time as the provision of all Services to Customer are terminated, the amount of the security deposit will be credited to Customer's account and any excess credit balance will be refunded to Customer.

The undersigned parties have caused this Sales Order to be executed by their duly authorized representatives and entered into as of the last date signed below. *IF CUSTOMER DOES NOT RETURN A SIGNED AND DATED COPY OF THIS SALES ORDER TO TIERPOINT BY 5:00 P.M. CENTRAL TIME ON THE EXPIRATION DATE LISTED ABOVE, THEN TIERPOINT'S OFFER TO ENTER INTO THIS SALES ORDER WILL EXPIRE AUTOMATICALLY AND WITHOUT FURTHER ACTION BY TIERPOINT, AND THIS SALES ORDER WILL AUTOMATICALLY BECOME NULL AND VOID AT SUCH TIME.*

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
Fees	Any and all amounts owed under a Sales Order and the MSA including applicable MRCs, NRCs, taxes and other amounts.	Fees, Charges, Applicable Taxes, fees, 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 4 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
SLA	The applicable service level objectives for Services as provided for in the MSA or other document	Service Level Agreement, Service Level Objectives, SLA, or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Service Level Event	An event with respect to the applicable Service or Services that qualifies for a service credit under an applicable SLA as provided for in the MSA or other document	Service Level Event or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Termination Charge	The fee that is owed by Customer to TierPoint for the termination of a Sales Order or Services prior to the expiration of the corresponding term	Termination Charge, Termination Fee, liquidated damages 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 ~~Solo 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"

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