SINGLE SOURCE AWARD **BID # SS-10803-21**

Subject: 911 NextGen Core Services

Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval of single source award to Communications Venture Corporation DBA INDIGITAL for the expansion of 911 NextGen Core Services for the Jacksonville Sheriff's Office. Period of service is for five (5) years from date of executed agreement. Total not-to-exceed expenditure in the amount of $4,323,335.96.

Funding Source: 10701.552103.541020.000000.00000348.00000.0000000 - $3,855,463.80
10701.552103.546620.000000.00000348.00000.0000000 - $ 397,604.16
10701.552103.549040.000000.00000348.00000.0000000 - $ 70,268.00

To be executed through Office of General Council and processed via Purchase Order Releases(s)

Single Source Award To: Communications Venture Corporation DBA INDIGITAL

Price Justification: See attachment

Total Award: $4,323,335.96 **Requisition #:** PSSS-501641-21

Attachments: Agency Memo, Single Source Form, Vendor Letter and Quote

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: Olive Wallace-Cohen

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

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

TO: Gregory Pease
Chief of Procurement

THRU: Bill Clement, CPA
Chief, Budget

FROM: Derrick Lewis
Director, Police Services

SUBJECT: Single Source Award Request – INdigital NextGen Core Services

DATE: Thursday, July 8, 2021

The Jacksonville Sheriff's Office is requesting a Single Source award with Communications Venture Corp for expansion of NextGen core services for the 911 Emergency Telephone System. These services include advanced network routing and database services, expansion of existing text to/from 911 messaging, statistical data reporting, and other related services. The award period is from August 1, 2021 to July 31, 2026 with a not to exceed expenditure amount of $4,323,335.96. The funding for this purchase is $3,855,463.80 10701.552103.541020.000000.00000348.00000.0000000, $397,604.16 10701.552103.546620.000000.00000348.00000.0000000, & $70,268.00 10701.552103.549040.000000.00000348.00000.0000000 to be processed via POA. Attached is the Single Source request, the letter from Communications Venture Corp, and the quote from the vendor for your review. We are requesting that the 911 Services and Software License Agreement addendum (605394-20) be processed through the Office of General Council.

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 Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

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

The service provided will be for routing of call traffic from the carriers to the PSAPs, two cross connects and two circuits between the Cecil Location and the two InDigital centers in Florida, and they will maintain and control the database that provides caller information for the phone 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:

The provider currently provides services for the county Text to 9-1-1, the statistical package for the phone system as well as the equipment used in the event of a disaster. This service will add to the efficiency of the network ensuring a seamless recovery and continuity of operations. One of the INdigital data centers is located in Jacksonville along with the 911 back up data center, thus providing better reliability and network cost.

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:

After researching other services this one proves to be the most beneficial for Duval County's needs.
The core service will be serviced by AK associates who also maintains the total 911 system creating a cost savings
AK associates is also contracted to provide installation and maintenance for INdigital in the state of Florida.
INdigital is in place at St. Johns, Flagler and Bradford county. This will create redundancy.

March 2, 2021

Phyllis Leonard
9-1-1 Coordinator
501 East Bay Street
Jacksonville, Florida 32202

Dear Phyllis,

INdigital and AK Associates recently delivered a quote to you, providing the annual service costs for Next Generation Core Services with options for Text FOR 9-1-1 and a MEVO backup solution.

INdigital and AK Associates will be the sole source and provider of this solution since:

1. INdigital has partnered with AK Associates to be the local maintenance arm for our NGCS solution, this mean all on-site installation and maintenance will be under your existing service agreement with AK
2. AK Associates is the certified vendor of record for support and maintenance on the existing 911 call handling equipment and would be responsible for the connectivity between the 9-1-1 equipment and the ESInet (it is very important AK becomes the signle point of contact for all 911 issues) Single
3. INdigital is the only vendor who can provide the MEVO backup solution – this system provides the ability to plug in MEVO phones anywhere that has connectivity so 9aa calls can be answered
4. INdigital is the only vendor offering the Logix MIS package which is essential in determining wireless accuracy and it also provides network circuit monitoring
5. INdigital is the only vendor who offers 800# alternate routing backup, and
6. INdigital is the only ESInet provider partnered with RapidSOS, providing precise location and enhanced data for smartphone 9-1-1 calls (without an app) from the RapidSOS NG9-1-1 Clearinghouse.

Please let us know if you have any questions or need additional information.

Best Regards,

Arthur E. Kraus

Arthur Kraus
President
AK Associates

Larry Short

Larry Short
VP Business Development
INdigital

1616 Directors Row • Fort Wayne, Indiana • 46808
voice or text 877-469-2010 • fax 260-469-4329 • e-Mail: info@indigital.net • www.indigital.net

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "**Agreement**"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. **Purpose**	Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.
Type of Agreement/Document	☐ Original Agreement ☒ Amendment
2. **Parties/Notices:**	
INdigital:	Communications Venture Corporation (d/b/a INdigital) ("**INdigital**") 1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329 E-mail: contracts@indigital.net Attention: Contract Administration
Customer:	**Jacksonville Sheriff's Office** ("**Customer**" and together with INdigital, the "**Parties**", and each, individually, a "**Party**") Address: 501 E. Bay Street, Jacksonville, FL 32202 Phone: 904-630-2317 E-mail: Phyllis.leonard@jaxsheriff.org Contact Person: Phyllis Leonard
3. **Effective Date**	_____ ("**Effective Date**").
4. **Software**	Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
5. **Territory**	**Duval County, FL** ("**Territory**").
6. **Permitted Use**	Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").
7. **Installation**	INdigital will deliver and install one copy of the Software to Customer.
8. **Maintenance Releases**	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

9. License Fee	**Fee:** Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.
11. Term	**Initial Term**: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions. **Renewal Terms**: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
12. Exhibits	☐ **Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). ☒ **Exhibit B** – Designated Sites ☒ **Exhibit C** - Software/Services Description ☒ **Exhibit D** – Payment and Fees
13. Other Agreements between Parties	☐ Equipment Purchase and Sale Agreement ☐ Support and Maintenance Agreement
14. Representative	Name: **Stacy Roberts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:
JACKSONVILLE SHERIFF'S OFFICE

_____
Name:
Title:
Date:

INDIGITAL:
COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

_____
Name: Jeff Humbarger
Title: CFO
Date:

EXHIBIT B

Designated Sites

Tierpoint Site – Side A
8324 Baymeadows
Jacksonville FL

Cecil Backup Site – Side B
5845 Aviation Ave
Jacksonville, FL 32221

EXHIBIT C

Software / Services Description

1. **Database Services –**

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Duval County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital.

2. **Routing Services –**

INdigital will design and deploy an NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

3. **Network Services –**

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

4. **Text Services –**

INdigital Text to 9-1-1 services is a text control services that enables SMS text to the 9-1-1 PSAP that subscribe to the service. The Customer will receive the SMS messages from the major carriers. This is inbound service can be enabled through a browser-based interface or directly integrated with the call handling application via MSRP. This service is considered best effort service and is not regulated.

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EXHIBIT D

Payments and Fees

Total NRC's $70,268.00

Total MRC's: $4,253,067.96 over the 5-year term, to be billed monthly as follows:

Year 1 Monthly Fee: $63,013.87

Year 2 Monthly Fee: $68,640.87

Year 3 Monthly Fee: $74,255.87

Year 4 Monthly Fee: $74,255.87

Year 5 Monthly Fee: $74,255.87

NOTES:

1) NRCs billed at signing of the contract.
2) MRCs billed at service cut.
3) Customer currently has texty services. Once the circuits are in place to the data centers, we will provide inbound only SMS and will cease billing for the texty service and the dedicated circuit in use today

Duval County FL NGCS price matrix
INdigital NGCS platform

2-Mar-21 INdigital

line		MSRP						full custom or (ala carte)
	population served	*937,934*						
	feature description	year 1	year 2	year 3	year 4	year 5	5 year total	
	Database	$90,204.00	$157,728.00	$225,108.00	$225,108.00	$225,108.00	*$923,256.00*	$0.020
	Routing Services	$562,760.40	$562,760.40	$562,760.40	$562,760.40	$562,760.40	*$2,813,802.00*	$0.050
	Network - see note below	$23,681.16	$23,681.16	$23,681.16	$23,681.16	$23,681.16	*$118,405.80*	$0.049
	Text - inbound only	$45,020.83	$45,020.83	$45,020.83	$45,020.83	$45,020.83	*$225,104.16*	$0.004
	Mevo	$0.00	$0.00	$0.00	$0.00	$0.00	*$0.00*	$0.010
	911 Legal	$34,500.00	$34,500.00	$34,500.00	$34,500.00	$34,500.00	*$172,500.00*	
	Recurring cost for 911 services	*$756,166.39*	*$823,690.39*	*$891,070.39*	*$891,070.39*	*$891,070.39*	*$4,253,067.96*	
	Service Setup costs							
	PSAP conversion (INH50059)	$60,488.00					*$60,488.00*	
	Redundant PSAP Router Setup Fees	$9,480.00					*$9,480.00*	
	Network Cross Connect NRC	$300.00					*$300.00*	
	Set up Fees	*$70,268.00*					*$70,268.00*	
	Annual Recurring Fees	*$756,166.39*	*$823,690.39*	*$891,070.39*	*$891,070.39*	*$891,070.39*	*$4,253,067.96*	
	Total investment for 5 year period						*$4,323,335.96*	

NOTES:

1 *Network consists of two cross connects in the JAX data center between INdigital and customer equipment, and two circuits between the Cecil Field location and the two INdigital data centers in Florida*

20Mb CellFC Comcast to JAX DC	$482.63/mo
10Mb CenturyLink to WH DC	$1199.85/mo
2 Cross Connect Circuits in JAX DC	$300.00/mo

2 *Customer currently has texty services. Once the circuits are in place to the data centers we will provide inbound only SMS and will cease billing for the texty services and the dedicated circuit in use today*

Year 1 monthly recurring fee	*$63,013.87*
Year 2 monthly recurring fee	*$68,640.87*
Year 3 monthly recurring fee	*$74,255.87*
Year 4 monthly recurring fee	*$74,255.87*
Year 5 monthly recurring fee	*$74,255.87*