15

SINGLE SOURCE AWARD **BID # SS-14962-24**

Subject: ANNUAL MAINTENANCE FOR THE INSTALLED SECURITY SYSTEM AT THE JACKSONVILLE SHERIFF'S OFFICE FACILITIES FOR 2024

Department: JACKSONVILLE SHERIFF'S OFFICE

Description of Purchase: Recommendation approval to retroact the period of service from October 1, 2023 through date of award.

Recommend approval of a Single Source award to Securitas Technology Corporation for the annual maintenance for the installed security system at the Jacksonville Sheriff's Office Facilities at PMB, Courthouse, P&E, Aviation, 711 Liberty St., Marine Facility, MCC, Zones 1-6, Veterans Memorial Arena, PTDF, CTC, Offender Tracking, ICAT, JREC, K-9 and Mounted Unit. Period of service is from date of award through September 30, 2024. Total award expenditure amount not-to-exceed $155,097.00.

Request is being made for Securitas Technology Corporation Master Purchase Order Addendum to be processed through the Office of General Counsel.

Funding Source: 00111.552101.546030.000000.00001609.00000.0000000 - To be encumbered by Purchase Order.
Single Source Award To: Securitas Technology Corporation

Price Justification: See attachment

Total Award: $155,097.00 **Requisition #:** PSSS-502128-24

Attachments: Agency Memo, Single Source Form, Supplier Quote

Certification as to Single Source: Larry Schmitt, Director of Police Services

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

Analyst: Olive Wallace-Cohen

Dustin Freeman, 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

T.K. WATERS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Larry Schmitt
Director of Police Services

Subject: Single Source Award – Securitas Technology

Date: October 23, 2023

The Jacksonville Sheriff's Office is requesting a single source award with Securitas Technology for Annual Maintenance for the Installed Security Systems at the Jacksonville Sheriff's Office Facilities for 2024. The period of service is from October 1, 2023, through September 30, 2024. The not to exceed expenditure amount for the period is $155,097.00. The funding source is 00111.552101.546030.000000.00001609. Attached is the Justification for Single Source Form, quote from supplier, Securitas Technology Corporation Master Purchase Order Addendum. We are requesting that the Securitas Technology Corporation Master Purchase Order Addendum be process through the Office of General Counsel. The request will be processed through a purchase order.

Please let me know if you need any additional information.

P-1532e
Rev. 06/2023

Order Request Form

Jacksonville Sheriff's Office

Request For: Security (Work Unit) | Building Services (Division) | Services (Dept.)

Requestor: C.L.Plank (Name) | 61530 (ID #) | #7810 (Phone) | 9/27/2023 (Date)

Deliver To Location: 501 E. Bay St. Jacksonville Fl, 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Securitas Technology Annual Maintenance Contract		1	$ 155,097.00	$ 155,097.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 155,097.00

Suggested Vendor: Securitas Technology

Vendor Phone: 225-405-8751

Vendor Address / E-mail: Natalie.Pevey@securitas.com

☐ 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

Justification / Repetitive Request Authorization / Notes:

Annual Maintenance contract for FYI 2024
Single Source

Approvals:

1. A/C SS Lee — Signature — ID # 7427 — Date 9/28/2023
2. Chief Leland O'Neal — Signature — ID # 7612 — Date 9-28-2023
3. D.A. [illegible] — Signature — ID # 5174 — Date 09/28/2023
4. Signature — ID # — Date

Required approval level (per Order 410 [Budget]):

$0	to	$2,500	- Assistant Chief or higher
$2,501	to	$10,000	- Chief or higher
$10,001	or	more	- Director or higher

Budget Office Use Only — Use of P-card approved
Index — Subobject
Analyst — Date

FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)

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.

1. Requesting Agency:	Jacksonville Sheriff's Office (JSO)
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	Maintenance agreement for the installed security systems at JSO Facilities to include prox door, gate readers, operators, A1 controllers, barrier arm and software. The controllers and software at the PMB, Courthouse, P&E, Aviation, 711 Liberty, Marine Facility, MCC, Zones 1-6, Veterans Memorial Arena, CTC, Offender Tracking, K9 and Mounted Unit, PTDF and ICAC. The prox door controllers, gate readers, A1 Controllers must be kept in working order for safety reasons.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	Securitas Technology Corporation formally Stanley Convergent Security Solutions, Inc., has technicians who are Pro Watch Certified by Honeywell. They hold the annual maintenance agreement for all security systems at JSO and currently access our security software. They are the only supplier who can provide maintenance coverage along with the parts for the necessary repairs and installation projects.
4. Date of Request	11/6/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[We have researched the industry and Securitas Technology Corporation formally Stanley Convergent Security Solutions, Inc., is able to provide the equipment, certified installation of equipment and programming of the security software and they are able to ensure each location meets JSO security standards.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes*.

7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other [Securitas Technology Corporation Master Purchase Order Addendum]

Securitas Technology

Natalie Pevey Smith

Securitas Technology

9330 Pecue Lane Suite A

Baton Rouge, LA 70809

225-405-8751

September 27, 2023

Jacksonville Sheriff's Office

501 East Bay St.

Jacksonville, FL 32202

ProWatch Access Service Agreement- October 1, 2023- September 30, 2024. This SSA agreement is billed separately and will require a separate Purchase Order.

Police Memorial Building- 501 Easy Bay St- Includes ProWatch panels and devices, 4 Hysecurity gate operators and 2 Federal barrier arm operators.

Property and Evidence Warehouse- 829 Haines St- Includes one Elite Gate Chain Operator.

Aviation Building at Craig Field- 855-15 St. John's Bluff Rd- Includes one Elite Slide Gate Chain Operator.

Facilities/ Special Operations- 711 Liberty St-Includes one Hysecurity gate operator and DKS chain operator.

Veterans Memorial- 300 A. Philip Randolph Blvd. Includes ProWatch access control.

Marine Operations Facility- 4301 Richard D. Gatlin Rd. Includes all ProWatch access control panels, modules and devices, video intercom, and 2 motorized gates.

Substation Zone 1- 5258- 13 Norwood Av. Includes ProWatch access control panels and devices.

Substation Zone 2- 9119 Merrill Rd.- Includes ProWatch access control panels and devices.

Substation Zone 3- 8875 Liberty Ridge Dr. - Includes ProWatch access control panels and devices.

Substation Zone 4- 3726 Blanding Blvd.- Includes ProWatch access control panels and devices.

Substation Zone 5- 1658 Kings Rd.- Includes ProWatch access control panels and devices.

Substation Zone 6- 1680 Dunn Ave Ste 39- Includes ProWatch access control panels and devices.

Montgomery Correctional Center- 4727 Lannie Rd.- Includes ProWatch access control panels and devices, video intercom, 8 motorized gates with surge protection.

Pre-trail Detention Center- 500 East Adams St. - Includes ProWatch access control panels and devices.

Duval County Courthouse- 501 West Adams St. Includes ProWatch Server, 34 controllers, 500 dual reader modules, around 1000 proximity readers, 988 locks, 138 master stations, pedestrian and motorized gates.

Offender Tracking Unit- 9501 Arlington Expressway- Includes ProWatch access control panels and devices.

ICAT- 1736 University Blvd.- Includes front door electric strike, remote release, doorbell and associated hardware.

K9 and Mounted Unit- 1076 Duval St. – Includes ProWatch Panel, 3 dual reader modules, 6 card readers and 6 locks.

Community Transition- 451 Catherine Dr.- Includes ProWatch controller and prox readers, locks, and associated hardware.

JREC- 1024 Superior St. - Includes ProWatch controller and prox readers, locks, and associated hardware.

-ANNUAL MAINTENANCE TOTAL: $155,097

-SSA AGREEMENT: $28,612.56

OVERALL FISCAL YEAR TOTAL: **$183,709.56**

COJ JSO SERVICE AGREEMENT	
2023-2024	
ACCOUNT NAME	New Monthly Amount
SSA AGREEMENT	
Montgomery Correctional Center	$ 802.46
DCCH (Court House)	$ 3,877.89
COMMUNITY TRANSITION CENTER	$ 368.25
POLICE MEMORIAL BUILDING (PMB)	$ 629.41
Liberty Street	$ 429.44
Zone 1	$ 98.34
Zone 2	$ 248.34
Zone 3	$ 162.81
Zone 4	$ 98.34
Zone 5	$ 98.34
Zone 6	$ 248.34
Property and Evidence	$ 336.56
ICAT	$ 80.87
Veterans Memorial	$ 312.52
Pre-Trial Detention Center	$ 313.18
Offender Tracking	$ 138.77
Marine Operations	$ 295.03
Aviation	$ 312.52
K9 and Mounted Unit	$ 323.31
JREC (to be added this year)	$3,750
MONTHLY MAINTENANCE TOTAL:	$12,924.75

ANNUAL MAINTENANCE TOTAL:	$155,097
SSA AGREEMENT:	$28,612.56
OVERALL TOTAL:	$183,709.56

Securitas
Technology

SECURITAS TECHNOLOGY CORPORATION
MASTER PURCHASE ORDER ADDENDUM

This Addendum effective as of October 9, 2023, is attached to and incorporated by reference into the Purchase Order (the "Agreement") between Securitas Technology Corporation (hereinafter "STC") and City of Jacksonville, FL (hereinafter "Owner") concerning the following project: The Annual Service Contract for the Security System at JSO Facilities ("Work.")

STC is in the business of installing electronic security systems and providing services that are intended to avert or detect burglary, theft or fire events. STC does not and cannot control the situations or events that give rise to the occurrences or the consequences therefrom (i.e., the burglaries, fires, etc.) that the systems or services are intended to avert or detect. Many of the services and systems that STC provides are related to life safety and thus, are inherently associated with high risk and high liability. The risk of loss, and the potential liability for such losses, exist before, and independent of, the installation of the security equipment into the Owner's premises. The security systems do not create, nor increase, the risk of such losses nor the potential liability for such losses. While the security systems attempt to reduce the risk of loss, they cannot, and do not, eliminate this risk. Therefore, while STC understands the need for it to be treated similarly to other Contractors when STC is on site performing work, the parties recognize that, because of the unique nature of the equipment installed, STC's obligations must have reasonable limitations once the installation has been substantially completed. Accordingly, notwithstanding anything to the contrary contained in the Agreement, it is hereby agreed between STC and Owner as follows:

1. **Applicability**. This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail. Owner expressly agrees and understands that under no circumstances shall the Agreement or any attachments or modifications hereto bind STC to the terms and conditions of any agreement between Owner and any other party that are in any way contrary to this Addendum or which expand STC's liability beyond that expressly stated in the Agreement and this Addendum.

2. **Delete any and all indemnification and insurance provisions and replace them with the following:**
(a) Indemnification: See Exhibit A

(b) Insurance. See Exhibit B

3. **Hazardous Materials.** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, STC will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials.

4. **Warranty.** Equipment serviced by STC personnel is warranted for 30 days following the service date. STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT OR SERVICE MAY NOT BE COMPROMISED, OR THAT THE EQUIPMENT OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

5. **Limitation of Liability.** It is understood and agreed by the parties hereto that STC provides equipment and/or service designed to reduce the risk of loss only. STC is not liable for losses which may occur in cases of malfunction or nonfunction of any equipment provided by, or serviced by, STC. In case of failure to perform such service or any negligence of STC, resulting loss or damages, STC'S LIABILITY SHALL IN NO EVENT EXCEED ITS COST OF REPAIRING OR REPLACING THE EQUIPMENT STC SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. This limitation of liability will apply regardless of the form of the action, whether in contract or tort including negligence

6. **Proprietary Protection.** Any computer application program and/or documentation, collectively referred to as "Software", that is provided by STC under this agreement, is owned by STC, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Owner's right to use this Software, and the Owner is obligated to immediately return such Software to STC. Owner may not copy the Software for any reason other than per the dictates of any end user software license agreement. Owner may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Owner acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Owner from any court having jurisdiction, restraining any violation of this section.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Securitas Technology Corporation	**Owner: City of Jacksonville**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
INDEMNIFICATION

STC shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent the Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, in the form in which it is originally provided by STC, alone (and not in combination with other article or invention not supplied by STC), constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure, for the Indemnified Parties a license, authorizing the continued use of the Service or product; provided that the City (i) gives STC prompt notice of any actual or threatened claims, (ii) gives sole control of the defense or settlement of such claims to STC, and (iii) cooperates fully with STC and its counsel in the defense or settlement thereof. STC shall have no liability for any settlements entered into by the City without STC's prior written consent. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Notwithstanding the foregoing, STC shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will STC, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, STC shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and STC shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the STC (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) or its equivalent as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) or its equivalent as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form reasonably acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Employer's Liability, shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048 or equivalent to such forms.

B. Waiver of Subrogation. All required insurance policies, except for Cyber Liability shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. STC's Insurance Primary. The insurance provided by STC shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured STC. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. STC's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of STC or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by STC shall relieve STC of STC's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. STC shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville,

Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of STC under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.