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SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #080922-SAF

BID #: PSC-0352-23 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE FIRE AND RESCUE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: **( )** **OTHER ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to utilize the first of three renewal options for Sourcewell Contract #080922-SAF (POA-70349-23) with Safeware Inc., for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions for the Jacksonville Fire and Rescue Department. Period of service is from October 1, 2023 through September 30, 2024 with two (2) one (1) year renewal options remaining. Total award expenditure is $250,000.00 with total not-to-exceed award expenditure is $750,000.00.

Funding Source: Funding for this award will be encumbered by various accounts to be executed by formal contract through Office of General Counsel and processed via Purchase Order.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

Attachments: Agency Memo, Vendor Letter, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Keith Powers, Director/Fire Chief**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FIRE AND RESCUE DEPARTMENT

August 22, 2023

TO: Dustin Freeman, Chief of Procurement

FROM: Keith Powers, Director/Fire Chief

RE: PSC-0352-23 Piggyback Sourcewell Contract # 080922-SAF / POA-70349-23

The Jacksonville Fire and Rescue Department (JFRD) is requesting to exercise the first of three, one (1) year renewal options with Safeware, Inc. for continued services through September 30, 2024, with no changes to the current terms and conditions. The estimated annual expenditure for this renewal will be $250,000.00 for a revised maximum indebtedness to the City of $750,000.00.

Purchases under this contract will be released against POA-70349-23 and encumbered by various account.

If you have any questions, please contact Dan Pearson at (904) 255-3265.

KP/dp

8/2/2023

City of Jacksonville
Dan Pearson
Payroll and Procurement Manager
515 North Julia Street
Jacksonville, FL 32202

Re: #70349-23 Piggyback Agreement for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions, utilizing Sourcewell Contract #080922-SAF

Mr. Pearson,

Safeware, Inc agrees to renew the above referenced contract for an additional (1) year term,10/1/23-9/30/24, under the current terms and conditions as allowed under Article 4 of the original agreement.

Please let us know if you need any further information to renew the contract.

Regards,

Jessica M. Faulkner
Jessica M. Faulkner
Assistant Secretary

4403 Forbes Blvd. Lanham, MD 20706 Phone: 800-331-6707 Fax: 301-683-1200
www.safewareinc.com

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #080922-SAF

BID #: PSC-0352-23 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE FIRE AND RESCUE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #080922-SAF with Safeware Inc., for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions for the Jacksonville Fire and Rescue Department. Period of service is from date of executed contract through September 30, 2023 with three (3) one (1) year renewal options. Total not-to-exceed award expenditure is $500,000.00.

Funding Source: Funding for this award will be encumbered by various account to be executed by formal contract through Office of General Counsel and processed via Purchase Order.

Attachments: Agency Memo, Vendor Quote, Contract #080922-SAF, Certificate of Insurance

BUYER: OLIVE WALLACE-COHEN **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Keith Powers, Director/Fire Chief

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/27/23

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/27/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Contract Purchase Agreement POA-70349-23

Agreement	POA-70349-23
Agreement Date	19-APR-2023
Revision	0
Agreement Amount	500,000.00 USD
Solicitation Number	PSC-0352-23

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Safeware, Inc
4403 Forbes Boulevard
LANHAM, MD 20706

Notes PIGGYBACK SOURCEWELL CONTRACT #080922-SAF

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21607	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	**End Date**		**Confirm To**	
17-Apr-2023	**29-Sep-2023**		**Pearl Mitchell** **pearlm@coj.netPhone** **904-2558812**	

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

AGREEMENT
(UTILIZING SOURCEWELL CONTRACT #080922-SAF
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES)
BETWEEN
THE CITY OF JACKSONVILLE
AND
SAFEWARE, INC.
FOR
PUBLIC SAFETY AND EMERGENCY MANAGEMENT
EQUIPMENT, TOOL, AND SUPPLY CATALOG SOLUTIONS

THIS AGREEMENT for public safety and emergency equipment, tool, and supply catalog solutions is made and entered into in duplicate effective as of the 18 day of April, 2023 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "City"), and **SAFEWARE, INC.**, a foreign profit corporation with principal office at 4403 Forbes Boulevard, Lanham, Maryland 20706 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective October 14, 2022, Sourcewell, Inc. entered into Sourcewell Contract #080922-SAF for public safety and emergency equipment, tool, and supplies (the "Products and Services") with Contractor (hereinafter the "Sourcewell Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, said Sourcewell Contract is in full force and effect until October 7, 2026, and has been competitively procured and awarded by Sourcewell as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities, including Sourcewell, which have been competitively procured and awarded; and

WHEREAS, the Sourcewell Contract is broad enough to allow City to procure the Products and Services and Contractor has agreed to allow City to use the Sourcewell Contract; and

WHEREAS, it is in the best interests of the parties to use the Sourcewell Contract for procurement of the Products and Services and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the

parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to City the Products and Services according to the provisions of the Sourcewell Contract and its exhibits, amendments, equipment descriptions, and quotations, attached hereto as **Exhibit A**. The provisions, terms, and conditions of the Sourcewell Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Sourcewell Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

City shall designate for the procurement of the Services a Project Coordinator who will, on behalf of City, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Services with the designated Project Coordinator. City's designated Project Coordinator shall be Dan Pearson (Phone: 904-255-3265; Pearson@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2023, with three (3) one-year renewal options unless sooner terminated as provided in **Exhibit A**. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. On the faithful performance of this Agreement by Contractor, City will pay Contractor in accordance with the terms and conditions stated in the Sourcewell Contract.

5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Services sold by Contractor to City pursuant to this Agreement shall be an amount not to exceed FIVE HUNDRED THOUSAND AND 00/100 USD ($500,000.00), subject to the availability of lawfully appropriated funds.

ARTICLE 6: Notice

Notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Dan Pearson, Payroll and Procurement Manager
515 North Julia Street
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Rick Bond, VP Sales & Marketing
Safeware, Inc.
4403 Forbes Boulevard
Lanham, Maryland 20706
301-542-3258
rbond@safewareinc.com

ARTICLE 7: Indemnity

Contractor shall indemnify City as set forth in Exhibit B.

ARTICLE 8: Insurance

Contractor shall procure and maintain the insurance coverages set forth in Exhibit C.

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in providing the Products and Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application

forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

ARTICLE 12: Governing State Law/Severability/Venue

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 13: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

By _____
Signature

Jeannette A. Roscoe
Type/Print Name

Vice President
Title

SAFEWARE, INC.

By _____
Signature

Jessica M. Faulkner
Type/Print Name

Assistant Secretary
Title

GC-#1557938-v1-Safeware_Southwell_Piggyback_PO.doc

Encumbrance and funding information for internal City use:

Account: **Various**
Amount: **$500,000.00**

TOTAL MAXIMUM INDEBTEDNESS: $500,000.00

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract No.: 70349-23

Approved as to form:

James R McCain, Jr.
Office of General Counsel