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SINGLE SOURCE AWARD **BID # SS-14520-23**

Subject: Supply of Quartermaster Platform for Jacksonville Sheriff's Office Supply and Mail Section

Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval of Single Source award to Collective Data, Inc. for Quartermaster Platform Modules for the Jacksonville Sheriff's Office Supply and Mail Section. The period of service is for three (3) years from the date of executed Service Agreement. Total not to exceed expenditure is $409,800.00 with $176,600.00 for the first year.

Recommend approval for the Service Agreement to be executed by the Office of General Counsel.

Funding Source: 00111.552104.546620.000000.00000000.00000.0000000 -To be executed by Office of General Counsel and processed by Purchase Order Release(s).

Single Source Award To: Collective Data, Inc.

Price Justification: See Attached

Total Award: $409,800.00 **Requisition #:** PSSS-501597-23

Attachments: Agency Letter, Single Source Form, Vendor Quote/Letter, Service Agreement

Certification as to Single Source: Lary 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 _____

DS-14520-23

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 – Collective Data, Inc.

Date: July 17, 2023

The Jacksonville Sheriff's Office is requesting a single source award with Collective Data, Inc., for Quartermaster Platform Modules for the Jacksonville Sherriff's Office Supply and Mail sections. The period of service is for three (3) years from date of Services Agreement. The not to exceed expenditure amount for the period is $ 409,800.00. The expenditure amount for first year is $ 176,600.00 from account code 00111.552104.546620.000000.00000000.00000. Attached is the Justification for Single Source (JSS), the single source letter from the supplier, the quote, and the Collective Data Services Agreement. We are requesting that the Services Agreement be processed through the Office of General Counsel. Purchase will be via POA releases.

Please let me know if you need any additional information.

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?***	Collective Data, Inc., Quartermaster Platform Modules to include Asset Replacement, Customer Management, API Web Services Advanced Asset Replacement, QM Offline Audit, Approval Module along with Required Training. The requested modules will allow for autonomous configurability to make the platforms work best for the Jacksonville Sheriff's Office Supply and Mail departments. The Asset Replacement will allow us to automate monitoring replacement schedules for equipment like body armor, bomb suits, riot helmets, etc.
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:	Collective Data, Inc., platform is completely unique being a layered, browser-based platform that supports multiple solutions, applications and custom workflows that other companies do not provide. Their solutions combine multiple solutions for asset/inventory management, training and license management and warehouse management. The Jacksonville Sheriff's Office current inventory management software is a homegrown solution that is over fifteen years old that was built on a Microsoft Access Platform. Microsoft is ending support for Access and our Information Systems Management section is not capable of building us anything to replace the current system. The supply department needs a robust system to manage the 800,000 items that are purchased, tracked, and issued to personnel.
4. Date of Request	7/14/2023

5. Summary of Market Research

The Jacksonville Sheriff's Office has performed pointed market research over the last year in search of an inventory / asset management software system to be used by the supply department and mail area. We contacted nine different suppliers to get information regarding their capabilities. We participated in virtual demonstrations from five of them. Some of the suppliers did not qualify for a technical standpoint. Two were ruled out because their asset management system is tied to their procurement modules, which we do not need.

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

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other Single Source Document, Services Agreement

COLLECTIVE DATA

1/2/2023

To whom it may concern,

We at Collective Data, Inc. are pleased to confirm that our software platform is a sole source product, manufactured, sold, and distributed exclusively by us. Our platform is proprietary only to Collective Data and we are the only supplier capable of delivering the required solution.

The Collective Data platform is completely unique, with 15+ years if development behind it. The layered, browser-based platform supports multiple solutions, applications, and custom workflows that make it impossible to find a comparable solution through other suppliers. Attempting to bring multiple solutions together to match Collective Data's capabilities would result in significant time and financial risk.

Many of Collective Data's Users utilize the configurable platform to streamline custom processes and remove spreadsheets, while also combining multiple solutions for fleet management, asset/inventory management, training and license management, shop and warehouse management, facility management, motor pool management, among others.

In addition to its layered platform, Collective Data's platform offers server unique features that set the platform apart from other solutions.

- The **Object Revolution** feature allows for customization of the software to meet specific organizational needs, with the ability to add unlimited user-defined fields, re-label fields and objects, and define properties for any fields in the system. In addition to global adjustments, the system supports conditionally applying overrides on a user-by-user bases and by other conditions within the system. This allows you to decide that certain assets could require a VIN to be populated while others did not. Or, require certain users to put in a labor rates while others aren't allowed to see a labor rate, bringing the ultimate in adaptability and flexibility.
- The **System Event Notifications** feature automates organizational workflows with custom notifications and reports based on predetermined events or thresholds within the system. Most systems support preconfigured alerts to be configured and setup. Collective Data's Layered Platform is the only known platform that allows the users to define and manage any alert based on any field in the system, bringing the ultimate in the system telling you what you need to know, without needing to login and look.
- The proprietary **Report Editor** allows the creation, building, editing, and removal of any report, including custom reports based on any field in the system, with dashboards and custom Key Performance Indicators (KPI's). Many systems support integration with third

party report generation tools. The disadvantage to this approach is that it requires very in-depth knowledge of the database schema which can take expensive and busy IT and System Analyst to assist with report creation. The proprietary and built in report engine helps give access to report creation to more users by providing context of the database schema directly in the report editor.

- The platform offers **offline** functionality for select and custom layers, allowing for offline use in a mobile environment. For example, and assuming the User has the permissions/User Security settings, a User can perform an audit offline with any mobile unit with a common browser and bringing the data back online with all necessary details.
- The Layered Platform offered by Collective Data provides a robust integration capability for current and future systems. It enables the creation of a virtually limitless number of API endpoints that support configurable query syntax, field lookups and updates. This enhances the organization's ability to ensure the seamless and consistent exchange of asset and inventory data with other systems, including telematics, accounting, time card systems, fuel, and inventory management systems.

We believe that these unique features and capabilities make Collective Data's proprietary platform a one-of-a-kind solution that cannot be replicated by any other provider. Therefore, we respectfully request your approval to sole source this procurement to Collective Data, Inc.

Please note that this platform must be purchased directly from Collective Data, Inc. at the address listed above. There are no agents or dealers authorized to represent this product, and no other entities have the rights to distribute, sell, support, or profit from Collective Data in any way.

If you have any questions or would like to further discuss the capabilities of or layered platform, please do not hesitate to reach out to us.

Sincerely,

Jason Wonase

CEO

Collective Data, Inc.

4360 12th Avenue SE Unit #200

Cedar Rapids, IA 52401

COLLECTIVE DATA

Jacksonville Sheriff Department

Jacksonville Sheriff's Office
501 East Bay Street
Jacksonville, FL 32202
United States

Shana Kerby
shana.kerby@jaxsheriff.org
904-630-8051

Reference: 20230403-091458522
Quote created: April 3, 2023
Quote expires: July 2, 2023
Quote created by: Tim Langer
Regional Sales Manager
tlanger@collectivedata.com

Comments from Tim Langer

Jacksonville Sheriff Support & Maintenance

- Hosting services, maintenance, updates, and upgrades are included. JSCO is always on the "latest greatest."
- JSCO will have a dedicated Implementation Team i.e Coordinator, Client Success Manager, App Developer, and Trainer.

Jacksonville Sheriff Deployment Summary

- (50) collectiveQuartermaster Licenses
- Historical Data Migration
    - Collective Data will receive a data file from JCSO to review and confirm scope/needs. Once reviewed and signed off by Collective Data, Collective Data will provide a moneyback guarentee for the historical data migration.

Platform Modules Included (Optional)

1. Asset Replacement
2. Customer Management
3. Supercharge (unlimited notifications and objects)
4. API Web Services
5. Advanced Asset Repacement
6. QM Offline Audit
7. Approval Module

Jacksonville Sheriff's Depoyment Integrations

1. Oracle OneCloud
2. Active Directory (ADIR)

On-Site Training & Implementation

(10) Days of On-Site Training & Implementation

- Each day icludes additional (2) hours of web training hours.
- Each optional module includes additional (2) web training hours.

It was expressed to include heavy training so we are recommending coming on-site 4 different times during the rollout.

    - Pre-implementation services before the project starts
    - Training #1 for Super Admins Users
    - Training #2 for Super Admins and other Users
    - On-site the week of JCSO going live.

(20) Additional (2) hours blocks of training

- Total of (40) Web Training & Implementation Hours.

Investment Summary

Year 1: $176,600
-Includes on-site training, implementation, historical migration

Year 2 & Beyond: $116,600

*Customer can select a 1-year, 3-year, or 5-year agreement. Once agreement is completed, the subscription will not increase more than 5% annually assuming no changes (additional licenses, modules, and/ore integrations).

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Collective Data Platform Collective Data's platform is a customizable, modular solution designed to meet the unique needs of your organization. Built as a proprietary layered platform, it allows you to add licenses and modules to fit your specific requirements and processes. The platform serves as a central hub for all your products and features, enabling you to streamline and optimize your operations. Whether you need a simple solution or a complex, fully integrated system, Collective Data's platform has the flexibility and scalability to support your evolving needs. *Hosting services, consistent updates, technical support, and a dedicated account manager are included with your annual subscription. While hosting services are included and recommended, a local installation of the platform is available upon request. *Windows Server set-up, URL, and redundant back-up configuration are also included.		1	$5,000.00 / year	$5,000.00 / year
collectiveQuartermaster License (50) collectiveQuartermaster Licenses		50	$1,500.00 / year	$75,000.00 / year

Item & Description	SKU	Quantity	Unit Price	Total
Active Directory Offers the ability to integrate Collective Data software directly with Windows Active Directory, simplifying the management of user credentials and group management across your network. Some of the information that can be synced includes: * User creation/deletion * Passwords * Data fields such as addresses, phone numbers, and employee ID's * Security group memberships This is able to be configured to work with AD Federated Services and Single-Sign On. This is also known as SAML.		1	$2,500.00 / year	$2,500.00 / year
Web Services API Collective Data's HTTP-based Web Services API is a flexibility option that allows your in-house developers to extend and integrate the data and functionality of Collective Data software with other programs. This powerful tool can improve productivity through data entry reduction and quicker, more complete reporting between different systems you might be using.		1	$5,000.00 / year	$5,000.00 / year
Oracle OneCloud Integration Collective Data will perform and support integration with Oracle OneCloud. *3rd party Data must be in an acceptable format.		1	$5,000.00 / year	$5,000.00 / year

Item & Description	SKU	Quantity	Unit Price	Total
Supercharge (Object Rev and SEN) "Cost is 20% of Annual Subscription" Automate and Configure allows you to: - Configure the software to meet the needs of your specific organization. Changing the name of a field label is as easy as right-clicking, as well as many other capabilities. This option will allow your software to grow as your fleet grows ... the perfect solution that fits your business hierarchy. This includes 1 (2) hours of web-based training. * Add an unlimited number of user-defined fields * Re-label fields and objects * Define properties for fields including the default values, edit options, required and unique edits * Define the column lists for the drop down object selector * Define the fields that make up an object's display string * Define the fields that make up the "Quick Find" feature * Define the fields that make up the "Quick Add" feature - Deliver customized e-mail notifications as well as emails with reports attached automatically, based on certain events or thresholds within the system. If looking for a way to automate information and data delivery, this makes it reality. * Conditionally e-mail reports to one or more recipients based on user-configured exceptions * Automatically e-mail any report in the system to specified recipients on a timed basis such as monthly, weekly, daily, etc. One (2) hours of web-based training is included to help you learn how to create your own notifications		1	$10,600.00 / year	$10,600.00 / year
QM Offline Asset Auditing Ability to perform Asset/Inventory Auditing and Reconciliation without an internet connection. Features include:		1	$5,000.00 / year	$5,000.00 / year

Item & Description	SKU	Quantity	Unit Price	Total
* Ability to filter a list of all or some assets to take offline and work with * Scan barcode or manually type ID of asset to look up, or mark as inventoried * Asset either highlights or disappears from remaining list to identify unaccounted for assets * Ability to update location of asset * Modify Asset Status (Counted, Missing, Available, etc) * Change assigned person and re-assign elsewhere * Set Inventory Date or indicate cycle count * Ability to create new assets How it works: A user will connect to Collective Data via traditional web browser connected to application and database server. When ready to go offline, they will have ability to pull down asset records, take this list offline, then come back to a network connection to push data changes to the application server. HTML5 offline data store will keep the selected data on the device even if their browser is shut down until they have completely synced data to the main application database. Take the power of audit anywhere, regardless of the internet connection. Once you have reconnected to your network, upload your audit with a click of a button. This module is also "barcode ready," works seamlessly on tablets, and is built to save time in the field. *Since every department and agency perform audits differently, Offline Audit Module requires a 30 minute discussion with Customer to determine which fields/functionality needs to be "Offline." For example, Collective Data will want to confirm details like how the audit performed i.e grant/acquisition type, by division, asset category, location, etc. While we are confident with accuracy of investment, price is subject to change until offline audit details have been confirmed by both parties.				

Item & Description	SKU	Quantity	Unit Price	Total
Approval Module Ability to add multi-level approval process for: -Item Request -Purchase Order -Maintenance Requests		1	$2,500.00 / year	$2,500.00 / year
Customer Management Customer Management allows you to track and manage all of the data for individual clients that you serve: * Understand how much it is costing to serve each individual customer * Keep track of markups to evaluate your true profit margin for each customer * Set contracted rates for specific clients * Ability to specify billing terms and conditions for invoices and payments		1	$3,000.00 / year	$3,000.00 / year
Asset Replacement Asset Replacement module allows you to set up scoring system along with conditions on your assets for replacement. Conditions would be defined as: (Note these can be customized) Excellent Good Qualifies for replacement Needs immediate consideration The scoring system allows to you define points for each of the following: -Age -Meter(s) -Condition(s) -Maintenance -Reliability In addition to setting up your scoring and conditions for the Assets, you can set up a Replacement Outlook for Assets. This gives you the ability to set up an outlook for (x) amount of years with (x) starting		1	$3,000.00 / year	$3,000.00 / year

Item & Description	SKU	Quantity	Unit Price	Total
budget. With				
Some standard reports with this include: -Asset Condition -Asset Condition by Replacement Year -Asset Replacement Score				
Description of each report: Asset Condition: This report groups the asset(s) by their respective condition (ex. Qualifies for Replacement) and will show you the list of assets and what the projected replacement cost of these asset(s) would equal.				
Asset Condition by Replacement Year: This report groups the asset(s) by their Replacement year and will show you the list of assets and what the projected replacement costs of these asset(s) would equal.				
Asset Replacement Score: This report shows a list of all your current asset(s) and gives you information on the following: replacement year, meter, age score, meter score, condition score, maintenance score, reliability score, replacement score, and replacement condition.				
This includes (1) 2 hour of web-based training.				
On-Site Training & Implementation (10 Days)		10	$3,000.00	$30,000.00
One day consists of eight (8) work hours and includes all travel expenses Training to be scheduled after final delivery of user system with a three (3) week minimum lead time				
Implementation includes training for both admins and end users, if applicable. Additionally, Collective Data will set up (and train your Admin Users on how to manage) your User and User Groups settings.				
Each On-Site data includes two (2) hour web training sessions.				

Item & Description	SKU	Quantity	Unit Price	Total
Web Training & Implementation - Hours * Two hour training session via online meeting with screen share * Limit two (2) consecutive sessions per day Web Implementation includes training for both admins and end users, if applicable. Additionally, Collective Data will set up (and train your Admin Users on how to manage) your User and User Groups settings.		20	$500.00	$10,000.00
Advanced Sheriff/Law Enforcement Operational Dashboards Once Jacksonville Sheriff is live, Collective Data will provide 10 custom, highly-responsive and user-friendly web dashboards tailored specifically to the needs of the Jacksonville Sheriff's Office. Collective Data is providing this service for free to enhance dashboards for JCSO and other law enforcement agencies. This service includes a discussion and development process, during which we will actively collaborate with your team to gather feedback and refine the sheriff dashboards to ensure optimal functionality and alignment with your operational requirements. Please note that our dashboard customization will be within the constraints of the proprietary platform's functionality. We'll ensure to maximize its potential to deliver tailored solutions for the Jacksonville Sheriff's Office.		1	$10,000.00	$0.00 after $10,000.00 discount
Option 4: collectiveQuartermaster All Historical Data Collective Data will import all historical data including tables and functionality that doesn't correspond to items within collectiveFleet. Any items that don't directly correspond to collectiveFleet will be viewable in a read-only format and accessible for future needs All of the following criteria must be met or additional development charges may be incurred:		1	$20,000.00	$20,000.00

Item & Description	SKU	Quantity	Unit Price	Total
* Data must be in CSV files, a Microsoft Access DB, or an ODBC compliant database (PostgreSQL, MsSQL, MySQL, etc.) * Data must be in plain text without encryption or encoding. Images and Documents must be in a format that is capable of systematically migrating into Collective Data's data structures. If images or documents are expected to be migrated, approval must be sought prior to project commitment * Customer must be able to help associate and confirm the mapping of data into the software is accurate * Collective Data will add up to five (5) additional fields in each area to support imports, but additional fields, functionality, or modules that are determined to be needed for a smooth import may incur an additional cost. Any new fields added to support import will not show on existing report by default but can be added in the report editor * The original file format must not change during or after development of the mapping * Pricing doesn't include cleaning data (for example: a file that has a Make in a VIN field) *Database needs to be accessible format and Collective Data will need the customer's assistance with questions. The three-step process to importing your existing data using this import option: 1. Collective Data will indicate best guesses for the mapping of client data and send an Excel file back with the results. The customer must confirm or help associate missing information that Collective Data was not able to link through the best guess process. Once confirmed, a signature is required for approval 2. With the confirmed outline of the mapping process, Collective Data will perform a preview conversion of the data and deliver it to be reviewed. Any issues must be noted and shared with Collective Data 3. If there are issues, Collective Data will perform one additional transfer of data to complete the process during the preview stage 4. Once the preview data is approved, Collective Data will provide a final refresh of the data before the go-				

Item & Description	SKU	Quantity	Unit Price	Total
live date. The data used for the final go-live refresh date must be provided in the same format as used during the preview phase				
If there are additional changes beyond the scope of original data mapping approval, you will be billed accordingly				

Subtotals

Annual subtotal	$116,600.00
One-time subtotal	$60,000.00 after $10,000.00 discount
Total	**$176,600.00**

Questions? Contact me

Tim Langer
Regional Sales Manager
tlanger@collectivedata.com

Collective Data
460 12th Avenue SE, Second Floor
Cedar Rapids, Iowa 52401
US

COLLECTIVE DATA

Services Agreement
(CUSTOMERS)

This Services Agreement (the "Agreement") is made and entered into by and between COLLECTIVE DATA, Inc., a Iowa corporation, with offices at 460 12th Ave. SE, Suite #200, Cedar Rapids, IA 52401 ("COLLECTIVE DATA"), and **Jacksonville County Sheriff's Office** with offices at **501 East Bay Street, Jacksonville, FL, 32202** ("CUSTOMER") and becomes effective ("Effective Date") upon the date the Agreement is fully executed by both parties. Together, both COLLECTIVE DATA and CUSTOMER may be referred to as Parties, and individually as Party, in the Agreement.

1. **Agreement Purpose and Scope of Services.** Under this Agreement, COLLECTIVE DATA agrees to make available to CUSTOMER certain software, operated and maintained by COLLECTIVE DATA using computer systems owned or operated by or for COLLECTIVE DATA and agrees to provide service to CUSTOMER, as described in the "Order Form" attached as Appendix A collectively referred to as the "COLLECTIVE DATA Product."

2. **Subscription to the Services.** In consideration of payment of the fees as set out in the Order Form, during the Term of this Agreement, COLLECTIVE DATA grants CUSTOMER a non-exclusive, non-transferable, right to access and use the COLLECTIVE DATA Product on computer systems owned or operated by or for COLLECTIVE DATA, all as expressly limited herein. CUSTOMER further agrees that it will not: (a) attempt to copy, modify, duplicate, create derivative works from, mirror, republish, download, display, transmit, distribute, or in any way emulate all or any portion of the COLLECTIVE DATA Product in any form or media or by any means; (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any computer code used by COLLECTIVE DATA to provide the COLLECTIVE DATA Product; (c) access all or any part of any website, software, source code or computer code used by COLLECTIVE DATA to provide the COLLECTIVE DATA Product in order to build a product or service that competes with the Services; or (d) assist others in what is prohibited to CUSTOMER. All other rights reserved to COLLECTIVE DATA.

3. **Fees and Billing**

   3.1. **COLLECTIVE DATA Product Pricing.** The costs and fees for the COLLECTIVE DATA Product shall be provided in the Order Form used by the Parties.

   3.2. **Billing.** COLLECTIVE DATA shall charge CUSTOMER for access and use of the COLLECTIVE DATA Product, pursuant to the billing schedule provided on the Order Form used by the Parties. To the extent there are any fees not paid to COLLECTIVE DATA from CUSTOMER, for any reason, after fifteen (15) days of when such amounts are due, COLLECTIVE DATA may: 1) suspend CUSTOMER'S access and use of the COLLECTIVE DATA Product until such time as all due amounts are received by COLLECTIVE DATA, and 2) charge interest at the highest prevailing rate under applicable law and/or suspend Services until such payments are made by CUSTOMER. CUSTOMER shall also be responsible for the reasonable costs incurred by COLLECTIVE DATA in collecting any late payments (including reasonable attorney's fees). Moreover, as

4. **Onboarding & Training.** COLLECTIVE DATA will provide to CUSTOMER onboarding training as provided in the Order Form. Additional training may be added by mutual agreement between the Parties. CUSTOMERS will be provided with the opportunity to sign-off once onboarding is complete. CUSTOMERS will have 2 weeks to review and respond for any necessary corrections. No response from CUSTOMER will be deemed as satisfaction of COLLECTIVE DATA'S responsibilities under this clause.

5. **Product Support.** COLLECTIVE DATA will offer CUSTOMER an email address and phone number to initiate support inquiries. Support will be provided according to the terms provided in the Order Form. From time to time, COLLECTIVE DATA may perform scheduled and/or unscheduled maintenance to correct, modify, or

COLLECTIVE DATA INC. CONFIDENTIAL INFORMATION

enhance the COLLECTIVE DATA Product. During such maintenance, all or selected portions of the COLLECTIVE DATA Product may be unavailable. COLLECTIVE DATA will notify CUSTOMER of any scheduled maintenance and work in good faith to ensure the COLLECTIVE DATA Product is available. Except as specifically provided for in this Agreement, COLLECTIVE DATA will not be held liable for any downtime of the COLLECTIVE DATA Product. At certain times, COLLECTIVE DATA may grant CUSTOMER access to certain "Beta" features or products and to the extent CUSTOMER is using such "Beta" products, CUSTOMER acknowledges and agrees such "Beta" features and products are untested and may be subject to errors and downtime.

6. **Term and Renewal.** Unless specifically provided otherwise in the Order Form, this Agreement will have an initial term that begins on the Effective Date, and will continue for twelve (12) months ("Initial Term"). After the Initial Term, the Agreement will automatically renew for additional 12-month periods (each a "Renewal Term") until terminated in accordance with the terms herein (the Initial Term and each Renewal Term may be collectively referred to as the "Term"):

   6.1. Either Party may terminate this Agreement if the other Party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days prior written notice to such other Party describing the breach.

   6.2. COLLECTIVE DATA may immediately terminate this Agreement if CUSTOMER commits an incurable material breach, which includes an abuse of the COLLECTIVE DATA Product in any manner prohibited in Section 2, 8, and 10.2.

   6.3. CUSTOMER may terminate this Agreement by providing sixty (60) days written notice prior to the end of the then current Initial Term or Renewal Term.

   6.4. Either Party may terminate this Agreement, immediately, as a result of the other Party being subject to insolvency, liquidation, winding up, bankruptcy or similar proceedings, or if such other Party is unable to reasonably uphold its monetary obligations to creditors.

   6.5. Immediately upon any termination or expiration of this Agreement, COLLECTIVE DATA may terminate the Services provided to CUSTOMER and all fees incurred up to the date of termination or expiration and owed to COLLECTIVE DATA will become immediately due. CUSTOMER will return all Proprietary Information (defined below) to COLLECTIVE DATA. Sections 7.5, 8, 9, 10, 11, and 12 will survive any termination or expiration of this Agreement.

7. **Ownership and Confidentiality.**

   7.1. **Product.** The Parties agree that this Agreement is not a transfer or license of any portion of the COLLECTIVE DATA Product or any underlying website, application, or other software made available to CUSTOMER as part of the COLLECTIVE DATA Product. At all times COLLECTIVE DATA maintains all ownership and rights over its COLLECTIVE DATA Product and such software, and any associated upgrades, customizations, and other materials and technologies associated with the COLLECTIVE DATA Product. COLLECTIVE DATA retains the right to all content, code, data and other materials created by COLLECTIVE DATA as a result of this Agreement and/or usage of its COLLECTIVE DATA Product by CUSTOMER. CUSTOMER acknowledges and agrees that COLLECTIVE DATA collects and retains aggregate non-identifiable data derived from performance of the COLLECTIVE DATA Product As between COLLECTIVE DATA and CUSTOMER, CUSTOMER retains all ownership and responsibility for all data inputted into the COLLECTIVE DATA Product by CUSTOMER, or its employees and agents.

   7.2. **Proprietary Rights.** CUSTOMER agrees that all information presented or disclosed to CUSTOMER by COLLECTIVE DATA, whether before or after the date of this Agreement, whether or not in writing, concerning the data used in and derived from the COLLECTIVE DATA Product, including, but not limited to, marketing and operational or technical information (collectively, "Proprietary Information") is and will be the exclusive property of COLLECTIVE DATA. CUSTOMER agrees: (a) not to reveal, publish or disclose Proprietary Information to anyone; (b) to use the same care to protect COLLECTIVE DATA'S Proprietary Information as it uses for its own similar information, but in no event less than best efforts care; (c) to use Proprietary Information only for fulfilling CUSTOMER'S obligations under this Agreement, and for no other

purpose; and (d) to return promptly or destroy COLLECTIVE DATA'S Proprietary Information upon request.

8. **Indemnifications.** Each Party shall defend, indemnify and hold harmless the other Party from and against any costs, damages, liabilities (including reasonable attorney's fees and expenses) in connection with any third-party claim, action, suits, regulatory investigations or subpoenas arising from such Party's (i) breach of its representations, warranties or covenants hereunder; and (ii) gross negligence or willful misconduct of such party, its employees or agents.

9. **Representations, Warranties, and Covenants of the Parties.**

9.1. **Mutual.** Each Party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized; (ii) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (iii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

9.2. **CUSTOMER**. CUSTOMER represents, warrants, and covenants (as applicable) that (i) it shall not rent, sell, license, lease or otherwise commercially exploit or make available the COLLECTIVE DATA Product or the COLLECTIVE DATA Proprietary Information to any unauthorized third-party or otherwise use, modify, adapt, or combine the COLLECTIVE DATA Product in an infringing or unauthorized manner; (ii) it shall comply with all applicable federal, state, and local laws, rules and regulations including without limitation, all privacy and data security laws and the terms and conditions of all applicable third party websites, platforms or applications; and (iii) it is responsible for insuring that individual users abide by the applicable Terms of Service and it understands that access and use of the COLLECTIVE DATA Product may be suspended for repeated violation of the Terms of Service by one or more of its individual users.

9.3. **COLLECTIVE DATA**. Except as limited in this Agreement, COLLECTIVE DATA represents and warrants that the COLLECTIVE DATA Product will be provided in a reasonably professional and workmanlike manner in accordance with industry standards.

10. **Disclaimer and Limitation of Liability.**

10.1. THE COLLECTIVE DATA PRODUCT IS PROVIDED "AS IS", AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, COLLECTIVE DATA EXPRESSLY DISCLAIMS ALL WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT COLLECTIVE DATA OWNS OR HAS THE NECESSARY RIGHTS, IN ALL INTELLECTUAL PROPERTY RIGHTS IN AND TO THE COLLECTIVE DATA PRODUCT NECESSARY TO GRANT THE RIGHT HEREIN.

10.2. IN NO EVENT SHALL COLLECTIVE DATA, OR ANY OF ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF COLLECTIVE DATA OR ANY OTHER PARTY, EVEN IF COLLECTIVE DATA IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLLECTIVE DATA'S LIABILITY FOR THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNTS PAID FROM CUSTOMER TO COLLECTIVE DATA FOR THE PREVIOUS THREE (3) MONTHS OF THE COLLECTIVE DATA PRODUCT. THE FOREGOING IS INTENDED AS A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES. BECAUSE THE BARGAIN STRUCK AND THE PRICE PAID REFLECT SUCH ALLOCATION THIS LIMITATION UPON REMEDIES WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. **General Provisions.**

11.1. **Independent Contractor.** This Agreement establishes an independent contractor relationship between the Parties, and neither an employee/employer relationship, nor a joint venture relationship or any other relationship is established hereby. Each of CUSTOMER and COLLECTIVE DATA alone shall be responsible for payment of all remuneration to its employees and bear all taxes associated therewith.

11.2. **Assignment.** CUSTOMER may not assign this Agreement in whole or in part without COLLECTIVE DATA's written consent. COLLECTIVE DATA may assign this Agreement at its sole discretion subject to CUSTOMERS' rights hereunder.

11.3. **Law.** This Agreement shall be governed by the laws of **Florida** where the CUSTOMER has its principal place of business, and the Parties hereby submit to such jurisdiction, hereby agrees to accept service of process by certified mail or overnight international delivery services and hereby waives any jurisdictional or venue defenses otherwise available with respect thereto.

11.4. **Severability**. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

11.5. **No Waiver.** No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

11.6. **Entire Agreement.** This Agreement, Terms of Service, along with any attachment, addendum, and exhibits sets forth the entire understanding of the Parties with respect to the subject matter hereof. Except as provided herein, this Agreement shall not be amended or modified except by written instrument duly executed by authorized signatories of both Parties. Any and all previous Agreements, representations and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement and of no further force and effect. For the avoidance of doubt, CUSTOMER acknowledges and agrees that the terms of this Agreement may be updated from time to time by COLLECTIVE DATA regarding the Terms of Service required of individual users, which updated terms shall be provided at [https://COLLECTIVE DATA.com/terms-of-use] or otherwise noticed to individual users upon access to the COLLECTIVE DATA Product.

11.7. **Force Majeure.** Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, and Internet disturbance) that was beyond the Party's reasonable control.

11.8. **Counterparts.** This Agreement may be executed in multiple counterparts, including facsimile, PDF, or other electronic copies, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

11.9. **Notice.** Notices under this Agreement shall be in writing and sent via U.S. Express Mail or private express courier services or by email (with receipt confirmed) and will be effective upon receipt at the address stated in the Order Form (unless the Parties are notified in writing of a change in address, in which case notice will be sent to the new address). Notwithstanding the foregoing, notice provided to CUSTOMER from COLLECTIVE DATA through COLLECTIVE DATA's web-based online portal directly to CUSTOMER with a copy via e-mail shall be considered prior notice, including "written" notice pursuant to this Section 12.9 and throughout this Agreement.

[Balance of Page Blank]

In witness whereof, the Parties have executed this Agreement by their duly authorized representatives:

COLLECTIVE DATA, INC.	CUSTOMER:
By: Tim Langer Print Name: Tim Langer Title: Director of Sales	By: _____ Print Name: _____ Title: _____
Date: 4/7/2023	Date: _____

Appendix A
(Please see attached quote – See attached)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Collective Data, Inc.

2 Business name/disregarded entity name, if different from above
Collective Data

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
460 12th Ave SE Unit 200

Requester's name and address (optional)

6 City, state, and ZIP code
Cedar Rapids, IA 52401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 9 - 1 8 8 9 0 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 1/5/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

67456

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

15194

Request For: OTHER (Work Unit) | Supply | Support Services (Division) | Services (Dept.)

Requestor: Shana Kerby (Name) | 72462 (ID #) | 8051 (Phone) | 4/19/2023 (Date)

Delivery: Default: POLICE SUPPLY | Other - | Prepared By: Shana Kerby

Item No.	Description and Model No.	JSO Stock #	QTY.	Unit Cost	Total
1	CollectiveData Quartermaster, Year 1	N/A	N/A	$0.00	$ -
2	Platform	N/A	1	$ 5,000.00	5,000.00
3	CollectiveQuartermaster Licenses	N/A	50	$ 1,500.00	75,000.00
4	Active Directory Integration	N/A	1	$ 2,500.00	2,500.00
5	Web Services API	N/A	1	$ 5,000.00	5,000.00
6	Oracle OneCloud Integration	N/A	1	$ 5,000.00	5,000.00
7	Supercharge Module	N/A	1	$ 10,600.00	10,600.00
8	Offline Asset Auditing Module	N/A	1	$ 5,000.00	5,000.00
9	Approval Module	N/A	1	$ 2,500.00	2,500.00
10	Customer Management Module	N/A	1	$ 3,000.00	3,000.00
11	Asset Replacement Module	N/A	1	$ 3,000.00	3,000.00
12	On-Site Training and Implementation (1 day)	N/A	10	$ 3,000.00	30,000.00
13	Web Training and Implementation (2 hours/ session)	N/A	20	$ 500.00	10,000.00
14	Advanced Law Enforcement Dashboards (discounted to $0; see attached)	N/A	1	$ -	-
15	Importation of all historical data	N/A	1	$ 20,000.00	20,000.00
				TOTAL REQUEST	$ 176,600.00

OPTIONAL: *Req. #* _____ *PO #* _____ *PO Date:* _____

Suggested Vendor: Collective Data | Vendor Phone: _____

Vendor Address / E-mail: _____

☐ 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

Notes/Justification / Repetitive Request Authorization:

CollectiveData Quartermaster Platform for the Supply and Mail Unit

Attached documentation includes:
Quote
Sole Source Letter
Service Agreement and Order Form
2023 W-9

Approvals:

1. A/C [illegible] — ID # 7387 — Date 04/20/23
2. Chief Delaw O'Neal — ID # 7612 — Date 04-20-23
3. D.R. [illegible] — ID # 5114 — Date 04/20/202
4. _____ — ID # _____ — Date _____

Required approval level (per Order 410):
$0 to $2,500 - Assistant Chief or higher
$2501 to $5,000 - Chief or higher
$5001 or more - Director or higher

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

P-1532 Rev 2010-09