SINGLE SOURCE AWARD **BID # SS-0514-17**

Subject: iRecord Universe Expansion Audio and Video Interview Software and Hardware Products

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to World Systems, Inc. (WSI), for the purchase of iRecord Universe Expansion Audio and Video Interview Software and Hardware Products for an additional 14 interview rooms throughout JSO. The total not to exceed amount is $162,667.00.

Funding for this award will be encumbered by account SHPS64EBUFF-TRSH95-06429 to be executed by Purchase Order.

Single Source Award To: World Systems, Inc. (WSI)

Price Justification: See attached

Total Award: $162,667.00 **Requisition #** 210845

Attachments: Single Source Request; Vendor's Letter; Vendor's Proposal

Certification as to Sole Source: Tony Davis, Director of Police Services

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

ANALYST: Steven Burakowski

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 4/2017

Req 210845

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): JSO/PPS/ISM

FUNDING SOURCE: SHPS64EBUFF-TRSH95-06429

BRIEF DESCRIPTION OF GOODS/SERVICES:

Purchase and Installation of Additional Interview Recording System for Interview Rooms Through JSO

AMOUNT OF PROJECT (attach quote): $162,667.00

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

This quote is for additional purchase of iRecord Universe Hardware and Software for 14 additional interview rooms throughout JSO.

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

Word Systems, Inc (WSI) is the exclusive sole source authorized provider of the iRecord Audio and Video Interview Products in the state of Florida.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

It is not unusual for a software/hardware provider to name a single source for their products. iRecord only allows certain vendors to sell and install their product. The vendor for the state of Florida is WSI. We have confirmed this information.

Submitted by: George Chakhtoura — IT, CAU & Fusion Senior Technology Executive

(Name) **(Title)**

Date: 5.31.17

Requesting Agency's Director's Signature: DCA 7/5/

Procurement Division ____

March, 2017

CELEBRATING 40 YEARS

WORD SYSTEMS, INC.
LEADERS IN VOICE AND DATA RECORDING SOLUTIONS

iRecord

wsystems.com

Barretto Technology Center | 9225 Harrison Park Court | Indianapolis, IN 46216 | 317-544-0499

January 1, 2017

To Whom It May Concern:

Word Systems, Inc. is the exclusive sole source of iRecord Audio and Video Interview Software and Hardware Products in the state of Florida. Word Systems, Inc. is solely responsible for distributing, installing, supporting and maintaining the iRecord system.

Word Systems, Inc. is the master distributor of iRecord LLC and will be the primary company providing support and maintenance for any and all iRecord systems in the state of Florida.

Word Systems has partnered up with 22 companies in the US and Canada that are authorized to distribute iRecord products in their exclusive territory. Territories are exclusive and are limited to the states within the reseller's contract. As defined in our contract, if the reseller provides iRecord products or services outside of their territory they will be in violation of their contract and are subject to termination by Word Systems.

The proposed iRecord System includes the necessary hardware, software and capture cards that are only available from Word Systems. All service work including software upgrades and system expansion must be completed by authorized Word Systems, Inc. Personnel.

Should you need further clarification of the statements above, please contact me at 800.425.7637.

Sincerely,

Ryan Vogt
iRecord Director of Sales and Marketing
Word Systems, Inc.

2	16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)	AL-R615DC616ULC	$385.00	$770.00
4	Uninterruptible Power Supply 500VA	UPS-500	$185.00	$740.00
2	Viewsonic 22" LCD Monitor	MON22	$235.00	$470.00
1	KVM Switch	MISC	$500.00	$500.00
4	Cisco Small Business Smart SG200-08P (Network Switch, 4 cameras max)	SF100D-08P	$175.00	$700.00
4	Axis Communications 8-Channel NVR with PoE Switch (2TB)	MISC	$650.00	$2,600.00
12	PC Stick (For Remote Monitoring)	PCSTICK	$595.00	$7,140.00
12	Network / USB Adapter	AD-NTWKUSB	$55.00	$660.00
			SUB-TOTAL	$81,935.00
1	INSTALLATION AND TRAINING Fixed Fee – Not to Exceed		$23,175.00	$23,175.00
1	ONE YEAR Extended Warranty Option		$16,387.00	$16,387.00
			SYSTEM TOTAL	**$121,497.00**

iRecord Digital Video/Audio Recording System for Interviews ***Date: 4/7/2017***

711 Liberty (1 Room)

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
	711 Liberty - 1 Room - No PIP, HDMI for TV Monitoring			
1	iRecord Universe IP Turnkey Recording System (1 Room)	IR-Universe (1)	$6,995	$6,995.00
	iRecord Dry Contact Switches (On/Off Switches)			
1	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$95.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	System Accessories			
1	Axis F41 Main Unit	AX-F41	$645.00	$645.00
1	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$405.00
1	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$35.00
1	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$285.00
1	16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)	AL-R615DC616ULC	$385.00	$385.00
1	Uninterruptible Power Supply 500VA	UPS-500	$185.00	$185.00
1	Viewsonic 22" LCD Monitor	MON22	$235.00	$235.00
1	Cisco Small Business Smart SG200-08P (Network Switch, 4 cameras max)	SF100D-08P	$175.00	$175.00
1	Axis Communications 8-Channel NVR with PoE Switch (2TB)	MISC	$650.00	$650.00
			SUB-TOTAL	$10,780.00
1	INSTALLATION AND TRAINING Fixed Fee – Not to Exceed		$4,090.00	$4,090.00
1	ONE YEAR Extended Warranty Option		$2,156.00	$2,156.00
			SYSTEM TOTAL	**$17,026.00**

iRecord Digital Video/Audio Recording System for Interviews ***Date: 4/7/2017***

Integrity Location (2 Rooms)

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
	Integrity - 2 Rooms - No PIP, 2 PC Sticks for Remote Monitoring			
1	iRecord Universe IP Turnkey Recording System (2 Room)	IR-Universe (2)	$8,995	$8,995.00
	iRecord Dry Contact Switches (On/Off Switches)			
2	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$190.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	System Accessories			
2	Axis F41 Main Unit	AX-F41	$645.00	$1,290.00
2	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$810.00
2	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$70.00
2	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$570.00
1	16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)	AL-R615DC616ULC	$385.00	$385.00
1	Uninterruptible Power Supply 500VA	UPS-500	$185.00	$185.00
1	Viewsonic 22" LCD Monitor	MON22	$235.00	$235.00
1	Cisco Small Business Smart SG200-08P (Network Switch, 4 cameras max)	SF100D-08P	$175.00	$175.00
1	Axis Communications 8-Channel NVR with PoE Switch (2TB)	MISC	$650.00	$650.00
2	PC Stick (For Remote Monitoring)	PCSTICK	$595.00	$1,190.00
2	Network / USB Adapter	AD-NTWKUSB	$55.00	$110.00
			SUB-TOTAL	$15,545.00
1	INSTALLATION AND TRAINING Fixed Fee – Not to Exceed		$5,490.00	$5,490.00
1	ONE YEAR Extended Warranty Option		$3,109.00	$3,109.00
			SYSTEM TOTAL	**$24,144.00**

iRecord Digital Video/Audio Recording System for Interviews ***Date: 5/24/2017***

Prepared for: Jacksonville Sheriff's Office *Prepared by: Mike Barretto 727-828-6069*

Solution Summary - 14 Room Enterprise Ready Universe Expansion

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
1	Police Memorial Building - 11 Room Universe Solution		$121,497	$121,497.00
1	711 Liberty - 1 Room Universe Solution		$17,026	$17,026.00
1	Integrity Location - 2 Room Universe Solution		$24,144	$24,144.00
			SYSTEM TOTAL	**$162,667.00**

TERMS AND CONDITIONS:

A ***Please see Exhibit A for sample Statement of Work -To be reviewed at Pre-installation meeting.***
B ***Please see Exhibit B for Technical Services Agreement.***
C ***DELIVERY: Please allow estimated 60-90 days from date of written purchase order (or date of first payment when applicable) for delivery.***
D **Warranty on the equipment will start after installation is complete and system is functional.**
E

F ***This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.***
G ***Payment terms; 100% upon system installation.***
H ***This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by***
I ***QUOTATION IS VALID FOR 90 DAYS.***
J ***Please mail purchase orders to Word Systems, 9225 Harrison Park Court Indianapolis, IN 46216 or FAX-317-544-2192.***

Approved By **PO#**
Title **DATE**

iRecord Digital Video/Audio Recording System for Interviews ***Date: 4/7/2017***

Police Memorial Building (11 Rooms)

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
	SAU - 2 Rooms - PIP			
1	iRecord Universe IP Turnkey Recording System (2 Room)	IR-Universe (2)	$8,995	$8,995.00
4	Axis F41 Main Unit	AX-F41	$645.00	$2,580.00
2	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$810.00
2	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$70.00
2	**Axis F1015 Verifocal Sensor Unit for F41 (3-6mm, 12m Cable)**	AX-F1015	$445.00	$890.00
2	Network Port Faceplate Enclosure (For Axis F1015)	AX-F1015-NPENCL	$35.00	$70.00
2	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$570.00
2	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$190.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	Burglary / Economic Crimes - 4 Rooms - PIP in 2 Economic Crimes ONLY			
1	iRecord Universe IP Turnkey Recording System (4 Room)	IR-Universe (4)	$14,995	$14,995.00
6	Axis F41 Main Unit	AX-F41	$645.00	$3,870.00
4	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$1,620.00
4	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$140.00
2	**Axis F1015 Verifocal Sensor Unit for F41 (3-6mm, 12m Cable)**	AX-F1015	$445.00	$890.00
2	Network Port Faceplate Enclosure (For Axis F1015)	AX-F1015-NPENCL	$35.00	$70.00
4	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$1,140.00
4	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$380.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	Polygraph - 3 Rooms - No PIP			
1	iRecord Universe IP Turnkey Recording System (3 Room)	IR-Universe (3)	$11,995	$11,995.00
3	Axis F41 Main Unit	AX-F41	$645.00	$1,935.00
3	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$1,215.00
3	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$105.00
3	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$855.00
3	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$285.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	IA - 2 Rooms - No PIP			
1	iRecord Universe IP Turnkey Recording System (2 Room)	IR-Universe (2)	$8,995	$8,995.00
2	Axis F41 Main Unit	AX-F41	$645.00	$1,290.00
2	**Axis F1025 Pinhole Sensor Unit for F41 (3.7mm, 12m cable)**	AX-F1025	$405.00	$810.00
2	PIR Enclosure (For Axis F1025)	AX-F1025-PIRENCL	$35.00	$70.00
2	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	CN-PZM11LL	$285.00	$570.00
2	Single Gang Switch Plate w/ Push-Button - Stainless Steel	SM-SGSPL7-SS	$95.00	$190.00
1	Optical Breakout Card - Dry Contact *One breakout box supports four switches*	SM-WBC1	$295.00	$295.00
1	Relay Output with Digital Input Ethernet Module *One relay supports four switches*	ADAM6060	$395.00	$395.00
	System Accessories			

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: ISM/JSO (Work Unit) | CID (Division) | Personnel / Pro Stds (Dept.)

Requestor: Lt. McCormick (Name) | 7036 (ID #) | 696-4335 (Phone) | 5/31/2017 (Date)

Deliver To Location: 501 E. Bay Street, Catherine Street Loading Doc, Att: Kevin Sines, Jacksonville, Fl. 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	iRecord Universe Expansion as per attached quote (14 Rooms)		1	$ 162,667.00	$ 162,667.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15	W/O# 210006				
				TOTAL REQUEST	$ 162,667.00

Suggested Vendor: Word Systems, Inc. Vendor Phone: Mike Barretto 727-828-6069

Vendor Address / E-mail: JaxPro Vendor #00016477

☐ 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 *

SHPS64EBUFF-06429-TRSH95
* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

Expansion of the iRecord System - SAU - 2 rooms; Burg/Econ Crimes - 4 rooms; Polygraph - 3 rooms; IA - 2 rooms; 711 Liberty - 1 room; Integrity - 2 rooms.

Approvals:

1. George Chakhtoura (Signature) | 44975 (ID #) | 5/31/2017 (Date)
2. (Signature) | (ID #) | (Date)
3. (Signature) | (ID #) | (Date)
4. (Signature) | (ID #) | (Date)

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

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

Exhibit A **Statement of Work for IRECORD INTERVIEW ROOM RECORDING SYSTEM EXPANSION**

I. PARTIES:

Word Systems (WSI)
Word Systems, Inc.
9225 Harrison Park Court, Suite 100
Indianapolis, IN 46216
Attn: Michael Barretto

Jacksonville County Sheriff's Office (JSO)
Information Systems Management
IT Purchasing Coordinator Supervisor & Vendor Relationship Manager
Attn: Diane Longley

II. SCOPE OF SERVICES: Word Systems is pleased to offer the following services under the terms and conditions of this Statement of Work (SOW).

A. Service Description Summary: Word Systems will provide the following pre-and/or post install:

- Installation of addtional iRecord systems to existing environment as outlined in this SOW.
- One year warranty service per *Technical Services Agreement* Exhibit B, on any break/fix items related to the new hardware or software of items installed per following agreement, with a one year extention.
- Client can get service assistance via 'Service Call Procedures' outlined below. Emergency after hours support is available 24/7. Normal non critical, or non 'down systems' will be handled during normal business hours.
- Warranty starts after installation is complete or 90 days after purchase unless installation is delayed by Word Systems.

Locations

The Services will be performed for the JSO Detective Division at the following Client location(s):

Detective Unit	Location	Room Configuration	Capture CPU
Sexual Assault	Police Memorial 2nd Floor storage Closet	(2) Rooms PIP w/switches.	Remove from existing CPU and move to new CPU dedicated to only SAU.
Homicide	Police Memorial 2nd Floor	(2) Rooms PIP w/switches	Existing (2) Rooms, shared with (2) Rooms of Robbery.
Robbery	Police Memorial 2nd Floor	(2) Rooms PIP w/switches	Adding to the existing Homicide CPU
Polygraph	Police Memorial 2nd Floor	(3) Room w/switches	New CPU dedicated to only Polygraph
Burglary	Police Memorial 2nd Floor	(2) Rooms w/switches	New CPU shared with (2) Rooms of Economic Crimes
Economic Crimes	Police Memorial 2nd Floor	(2) Rooms PIP w/switches	New CPU shared with (2) Rooms of Burglary
Internal Affairs	Police Memorial 2nd Floor	(2) Rooms w/switches	New CPU dedicated to IA
Homeland Security	711 Liberty	(1) Room w/switch, HDMI connection to TV Monitor	New CPU dedicated to Homeland Security
Integrity	Integrity	(2) Rooms w/switches, (2) PC Sticks for Remote Monitoring	New CPU dedicated to Integrity

B. Project Management: Word Systems will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes). Plan will be provided in writing to JSO for review and approval prior to implementation.

- Provide the customer contact with a progress report at the end of each day throughout the install process; starting at the date of install until the ATP has been signed off.
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide Coordination of technical/IS details
- Identify, escalate, and document project issues as necessary
- Complete "Change Request" documentation as required

C. **Word Systems' Responsibilities**: Word Systems will provide the applicable and necessary labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

- Word Systems will help coordinate a preinstall with the site POC to help both sides better understand the location for the equipment, the positioning of the cameras and mics, determine the cabling needs and pathways and review responsibilities of the client prior installation, and a date for start and completion of project.
- Technician will adjust cameras during the initial install. Once the ATP has been signed, any additional cameral adjustments will be on a bid/sales order basis. A project proposal will need to be signed by both parties.
- Word Systems is only responsible for the part numbers listed on the expansion quote.
- Will conduct iRecord software set up, final terminations.
- Will train all personnel
- Connect new iRecord Capture systems to existing Enterprise Server.
- An agreement will be reached if they are internal or external wall installations. Provide wiring diagrams and equipment placement diagrams to Customer and get approval before installation.
- Make sure that the iRecord capture machine placement is in a room that has proper ventilation and cooling, and is environmentally controlled with clean power.
- Provide wiring or vendor to run CAT5 cable for microphone and Siamese RG59 for camera, provide single gang drywall cutout for microphone, provide access if masonry exists.
- If required connect audio/video connectors to any observation room customer provided TV(s).
- Load antivirus onto the machine at the customer request.
- Will conduct a follow up call one week after installation.

D. **Word Systems' Limitations:** Word Systems will not provide the following but will work with the customer to help with proper completion.

1. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
2. This engagement does not include:
   a. Electrical or Customer Network related services

E. **Client's Responsibilities:** The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

- Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Word Systems.
- Client will provide Word Systems the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Client will provide all necessary wiring and installation areas that are required outside of this SOW for the successful completion of the project prior to Word Systems's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
- If required customer will mount customer provided TV(s) to permanant location.

- Provide power receptacle within three feet of the server. A minimum of two receptacles is required.
- If customer requires antivirus software; they must provide their antivirus software at the time of install.
- Customer's IT department must provide static IP address for each new CPU.
- Client is not to schedule interviews during the installation process.
- Provide local admin rights to WSI for each PC remote browsers are installed on. Customer to provide hardware for client applications that meet or exceed specifications
- Have all personnel that will operate iRecord, onsite when training occurs.
- Do not perform any alterations on the iRecord systems without Word Systems approval.
- Provide network connectivity to existing iRecord Enterprise Server.
- If connecting to the network, the customer must have IT personnel present during the installation.
- Be responsible for all equipment other that the standard iRecord equipment listed on the original sales order. EX: TV's, amps, multiplexor.
- Make sure that the iRecord capture machine placement is in a room that has proper ventilation and cooling, and is environmentally controlled with clean power.

F. Deliverables: Word Systems will provide the deliverables listed on Expansion Quote dated 5-24-17:

G. Change of Scope Procedure: If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is five (5) calendar days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when a formal change order is issued per the City of Jacksonville Procurement rules. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Word Systems shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

III. SCHEDULE: The Project start date will be mutually agreed upon based on receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 45 business days from the date of SOW signature may be required for scheduling purposes.

A. Estimated Duration: The Project's duration will be approximately 60-90 days.

IV. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

A. Project Kickoff: A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

B. Business Hours: Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an eight (8) hour day, Monday through Friday, excluding designated Word Systems Holidays. Notwithstanding anything in this SOW to the contrary, work not covered under warranty will not be performed outside of these normal business hours. Should Customer request work outside of normal business hours that is not covered under warranty, WSI will provide a quote for the requested services and Customer will provide a purchase order for these services at the WSI rates that are quoted. Work will not be performed unless a purchase order has been received.

C. Constraints: Work that is not included in the Scope section is out of scope. Any out of scope work must be verified and pre-authorized by Word Systems prior to commencement through the Change Request process and the formal City of Jacksonville Change Order Process.

Exhibit B **Technical Services Agreement**

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer; ***Jacksonville Sheriff's Office*** (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below for the charges shown on the price tab. This Agreement becomes effective upon completion of installation, and shall continue for the term, also shown on the price tab. No refunds shall be given for Technical Services Agreements cancelled or terminated during the term, except as expressly set forth herein. WSI may request an annual rate increase upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will renew for successive one-year terms upon issue of a renewal purchase order.

I. SERVICE WSI will provide to Customer maintenance and repair service

A. Support on software and equipment listed on the quotation tab of this agreement hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
B. Emergency after hours support is available 24/7. Normal non critical, or non 'down systems' will be handled during normal business hours via onsite or help desk.
C. Emergency onsite response 24x7, 365 will be provided in cases where a system is not recording.
D. Repairs will be performed and replacement parts will be furnished at no charge, if Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI will notify the Customer's inventory control officer any time equipment is exchanged or replaced so that Customer can meet the government reporting requirements.
E. Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
F. All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

II. CHARGES Additional Charges, if any, will be assessed per this Agreement only if a quote is provided and a purchase order is put in place.

A. Not covered under this TSA: Consumable items provided by WSI. Parts older than 5 years. Repair of items damaged or dropped by Customer.
B. WSI will notify customer and provide a quote and secure a purchase order before:

- Performing any services connected with relocation of equipment and expansions of equipment.
- Repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager.
- Installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- Replacing any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.

C. New additional equipment or software purchases will result in adjustment of maintenance and support charges. After securing a purchase order, Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement

D. Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates after securing a purchase order.

E. WSI will troubleshoot any noise issues and either correct the issue or report to the customer the origin of the noise if the origin is outside of the iRecord equipment. Customer will then be responsible to correct/repair the cause of the interference.

WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Before performing any services due to the foregoing, WSI will provide a quote and secure a purchase order for such services and shall be charged at then current rates.

F. WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturer's recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Before performing any services due to the foregoing, WSI will provide a quote and secure a purchase order for such services and shall be charged at then current rates

III. EXCLUSIONS WSI will not provide:

A. Electrical work plumbing, or carpentry work external to WSI equipment.
B. Maintenance of accessories, attachments or other devices not furnished by WSI.
C. Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
D. Free repairs for damages from external computer virus contamination.
E. Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
F. Operator training by a WSI support technician. See WSI account representative for all training needs.
G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required due to a manufacturer's major software upgrade.
H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
I. Movement of equipment to a new location.

Warranty Exclusion: WSI does not warrant that the equipment and software will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

IV. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, , loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage.

To the fullest extent permitted by law: WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.

Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by reseller for the particular good(s) or service(s) involved prior to such claim's accrual under which such damages arose.

V. CUSTOMER RESPONSIBILITY WSI is providing approved uninterruptible Power Supply (UPS). Customer agrees to use said UPS's and not to connect equipment directly into a wall outlet. Customer agrees to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual. It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the technical

services representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

VI. TRAINING provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon in Exhibit A. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will provide a quote for such services and Customer will issue a purchase order before any additional for-fee training is performed.

VII. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Duval County, Florida. Each party expressly agrees that Duval County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Duval County under any preferred venue requirements of any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of those courts.

VIII. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

Word Systems, Inc. Technical Services Request Procedure

If your equipment is not under warranty or does not have an active maintenance contract, you may incur charges for telephone support.

8:00 am to 5:00 pm EST Technical Services Call Procedure

1. Call our office at 317-544-0499 or 800-425-7637 and choose option #3 for service. You may also email the help desk at **helpdesk@wsystems.com**. You will need to provide the following information:

   Account name (Including building #, Dept # or Court Room # etc.)

   Contact person's name and a direct phone number.

   Physical location of equipment and access information.

   Equipment model number and serial number.

   The problem you are having with equipment.
2. We will open a work order that will be assigned to a Technical Services Technician.

After-Hours Non-Emergency Technical Services Call Procedure

1. Call our office at 317-544-0499 or 800-425-7637 and dial extension #1131 for service. You may also email the help desk at **helpdesk@wsystems.com**.
2. Leave the same information in the voice mailbox or email as requested under step 1 above.
3. The emails and voice mails will be answered on the next business day.

After-Hours Emergency Technical Services Call Procedure

1. Call our office at 317-544-0499 or 800-425-7637 and you will be prompted to select #1 for the service department after-hours emergency line.
2. The phone will ring and then transfer to an after-hours answering service.
3. Please answer the series of questions asked by this service.
4. They will then contact the after-hours technician to arrange a call back.
5. If you have completed all the steps above and have not received a call back within 60 minutes, please call the emergency line again or call the following mobile phone numbers:

   Chris Jewell (317-869-3529)

Mark Walchle (317-966-0710)
Jim Halsmer (317-966 0706)

WORD SYSTEMS, INC.

By: _____

Print Name: _____

Title: _____

CUSTOMER

By: _____

Print Name: _____

Title: _____

Word Systems, Inc.
9225 Harrison Park Court
Indianapolis, IN 46216
PH-317-544-0499 FX-544-2192

Change Order Request Form (Attachment #1)

Date: _____ **Representative:** _____ **Terms: Due Upon Receipt**

Work Site:

Bill To:

Proposed Work

We propose to furnish material and labor in accordance with the above specification for the sum of: _____

Word Systems Management Approval _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner/General Contractor is responsible for loss due to fire, theft, or natural disaster. Our workers are fully covered by Workman's Compensation Insurance. **Proposal expires in 30 days.**

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

_____
Purchase Order #

_____ _____ _____
Signature **Print Name** **Date**

QWS3270X 6/2/2017 3:30 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/02/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 3:30 PM

FISCAL MO/YEAR : 08 2017 CURRENCY CODE :
INDEX CODE : SHPS64EBUFF FEDERAL FORFEITURES
SUBOBJECT : 06429 SPECIALIZED EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	426,100.00	916,602.00
EXPENDITURES	10,580.00	273,554.29	666,014.29
ENCUMBRANCES	-10,730.00	.00	.00
PRE-ENCUMBRANCES	16,189.00	16,189.00	16,189.00
REMAINING BALANCE	-16,039.00	136,356.71	234,398.71

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND