SINGLE SOURCE AWARD **BID # SS-0283-20**

Subject: Annual Maintenance for Installed Security Systems

Department: Sheriff's Office

Description of Purchase:

Recommend approval to amend the single source award to Stanley Convergent Security Solutions for the FY20 annual maintenance for the installed security systems at the Jacksonville Sheriff's Office facilities, to authorize the Office of General Counsel to process the Purchase Order Addendum. The period of service is through September 30, 2020. Total not to exceed expenditure remains $89,958.00.

Purchase Order Addendum to be processed through the Office of General Counsel

Funding Source: SHPS011SSAD-04603 To be executed by Purchase Order 0B02726

Single Source Award To: Stanley Convergent Security Solutions

Price Justification: See attachment

Total Award: $89,958.00 **Requisition #:** 264006

Attachments: Recommendation Memo, Addendum Draft, Purchase Order, Previous Award

Certification as to Single Source: Bill Clement, Chief of Budget

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

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Subject: SS-0283-20 – Stanley Convergent Security Solutions – Contract #10403

Date: November 5, 2019

We are requesting an award amendment in order to authorize the Office of General Counsel to review and process the Purchase Order Addendum that was issued to Stanley Convergent Security Solutions, Inc., in the amount of $89,958.00. A copy of the addendum that needs to be processed by the Office of General Counsel and the purchase order is attached.

Please let me know if you need any additional information.

STANLEY CONVERGENT SECURITY SOLUTIONS, INC
MASTER PURCHASE ORDER ADDENDUM

This Addendum effective as of October 1, 2019, is attached to and incorporated by reference into the Purchase Order (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "SCSS") and City of Jacksonville, FL (hereinafter "Owner") concerning the following project: The Annual Service Contract for the Security System at JSO Facilities ("Work.")

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

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

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

(b) Insurance. See Exhibit B

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

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

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

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

NO OTHER MODIFICATIONS

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

Stanley Convergent Security Solutions, Inc.	**Owner: City of Jacksonville**
By: _____	By: _____
Name: RMCapra	Name: _____
Title: Regional Sales Mgr	Title: _____
Date: 11/5/19	Date: _____

EXHIBIT A
INDEMNIFICATION

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

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

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

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

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

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

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

EXHIBIT B
INSURANCE REQUIREMENTS

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

Insurance Coverages

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

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

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

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

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

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

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

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

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

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

Additional Insurance Provisions

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

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

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

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

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

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

G. Certificates of Insurance. SCSS shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

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

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

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

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR
Vendor Number: 00007987
Stanley Convergent Security Solutions
8301 Cypress Plaza Drive
Suite 121
Jacksonville, FL 32256

PO Date: 10/28/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B , Destination
Terms: Net 30

Purchase Order Number
PO0B02726
Sole Source Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO
Office of the Sheriff
Logistics - General Support
501 East Bay St. - Catherine St. Loading Dock
Jacksonville, FL 32202

Contact Cangemi, Joe, #19725 at (904)630-2803

INVOICE
Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ264006	11/13/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
1	Annual Maintenance contract for the installed security system at JSO facilities to include prox door and gate readers and operators, barrier arm operators, all controllers and software to include all labor and parts for all service calls at the PMB, Court House, P&E, Aviation, 711 Liberty, Marine Facility, MCC, Zones 1, 2, 3, 4, 5, 6 and Vystar Memorial Arena, MCC, PTDF, CTC, Offender Tracking and ICAC for the period of October 1, 2019 to November 31, 2020. The qualifying contractor must be Nexwatch software qualified and include all software support for the installed Nexwatch software and one software version upgrade The Qualifying contractor must employ a certified Prowatch technician certified by Honeywell	1 00	YR	$89,958.00	$89,958.00
2	Police Memorial Building - 501 East Bay St., includes ProWatch panels and devices with 4 Hysecurity gate operators and 2 federal barrier arm operators	0 00		$0.00	$0.00
3	Property and Evidence Warehouse - 829 Haines St., includes 1 Elite Slide Gate Chain Operator	0 00		$0.00	$0.00
4	Aviation Building at Craig Field -855-18 St. Johns Bluff Rd , includes 1 Elite slide gate chain operator	0 00		$0.00	$0.00
5	Facilities/Special Operators - 711 Liberty St., includes 1 Hysecurity gate operator and 1 DKS chain operator	0 00		$0.00	$0.00
6	Vystar Memorial Arena - 300 A. Philip Randolph Blvd includes ProWatch access control	0 00		$0.00	$0.00
7	Marine Operations Facility - 4301 Richard D. Gatlin Rd., includes all ProWatch access control panels, modules and devices, video intercom, and 2 motorized gates	0 00		$0.00	$0.00

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

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Stanley Convergent Security Solutions
8301 Cypress Plaza Drive
Suite 121
Jacksonville, FL 32256

PO Date: 10/28/2019
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Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ264006	11/13/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
8	Substation Zone 1 - 5258-13 Norwood Ave. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
13	Substation Zone 2 - 9501 Arlington Exp. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
10	Substation Zone 3 - 8875 Liberty Ridge Dr. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
9	Substation Zone 4 - 3726 Blanding Blvd. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
12	Substation Zone 5 - 1658 Kings Rd. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
11	Substation Zone 6 - 936 Dunn Ave. - includes ProWatch access control panels and devices	0.00		$0.00	$0.00
14	Montgomery Correctional Center - 4727 Lannie Rd., includes ProWatch panels and devices, video intercom, 8 motorized gates with new surge protection. Includes last year's additions.	0.00		$0.00	$0.00
15	Pre-trial Detention Center - 500 East Adams Street includes ProWatch panels and devices.	0.00		$0.00	$0.00
16	Duval County Courthouse - 501 West Adams St. includes ProWatch Server, 34 controllers,500 dual reader modules, around 1000 proximity readers, 988 locks, 138 intercom master stations, pedestrian and motorized gates (includes last year's additions).	0.00		$0.00	$0.00

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

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Stanley Convergent Security Solutions
8301 Cypress Plaza Drive
Suite 121
Jacksonville, FL 32256

PO Date: 10/28/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO0B02726
Sole Source Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO
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Logistics - General Support
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INVOICE
Finance and Administration
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117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ264006	11/13/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
17	Offender Tracking Unit - 1024 Superior Street - Includes ProWatch panels and devices	0.00		$0.00	$0.00
18	ICAC - 1736 University Blvd. - Includes front door electric strike, remote release, door bell and associated hardware.	0.00		$0.00	$0.00
20	Community Transition - 451 Catherine Dr., - Includes ProWatch controller and prox readers, locks and associated hardware (includes last year's additions	0.00		$0.00	$0.00
19	Replaces PO9A02314 PURCHASE ORDER # SHOULD BE REFERENCED ON ALL INVOICES.	0.00		$0.00	$0.00

Purchase Order

City of Jacksonville
214 N Hogan St
Jacksonville, FL 32202

VENDOR
Vendor Number: 00007987
Stanley Convergent Security Solutions
8301 Cypress Plaza Drive
Suite 121
Jacksonville, FL 32256

PO Date: 10/28/2019
Buyer: Mitchell, Pearl
Phone #: (904) 255 - 8812
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO0B02728
Sole Source Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO
Office of the Sheriff
Logistics - General Support
501 East Bay St. - Catherine St. Loading Dock
Jacksonville, FL 32202

Contact Cangemi, Joe, #19725 at (904)630-2803

INVOICE
Finance and Administration
Accounts Payable
117 W. Duval Street, Suite 375
Kale Newsome, Accounts Payable Supervisor
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
SH - Office of the Sheriff		REQ264006	11/13/2019

Item #	Item Description	Quantity	Unit	Unit Price	Total
				Subtotal:	$89,958.00
				Freight:	$0.00
				Discount:	$0.00
				TOTAL:	**$89,958.00**

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO

MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO 59-89-0120K

FLORIDA STATE SALES AND USE TAX EXEMPTION NO 85-8012621607C-8

Approved By Gregory Pease, Chief
Procurement Division

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liability on the part of the City thereby

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise No other will be accepted under the term and intent of this bid

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION**

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer s Federal Excise Tax Registration No 59-6000 344

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer s name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc enumerated in the detailed specifications

b If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted Bidders whose samples are retained may remove them after delivery is accepted

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made The City reserves the right to consume any small samples for testing purposes

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples Cost of delivery and removal of samples will be borne by the bidder

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, to City agencies, in City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders In case of error in extension of prices in the bid, the unit price will govern

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's - 14

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602 310, Part 3, Chapter 602, *Ordinance Code*, as may be amended The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602 309, *Ordinance Code*

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126 404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents

Vendor Contractor shall utilize the U S Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a all persons employed by the Vendor Contractor during the term of the Contract to perform employment duties within Jacksonville Duval County, Florida, and

b all persons, including subcontractors, assigned by the Vendor Contractor to perform work pursuant to the Contract with the Owner

20. LICENSES REQUIREMENT: Bidders-vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law

21. ELECTRONIC PAYMENTS: Bidders-vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program ACH allows for systematic direct payment to vendors The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page

SINGLE SOURCE AWARD **BID # SS-0283-20**

Subject: Annual Maintenance for Installed Security Systems

Department: Sheriff's Office

Description of Purchase:

Recommend approval to ratify the award from October 1, 2019 to date of award.

Recommend approval of a single source award to Stanley Convergent Security Solutions for the annual maintenance for the installed security systems at the Jacksonville Sheriff's Office facilities for FY 2020. The period of service is date of award through September 30, 2020. Total not to exceed expenditure in the amount of $89,958.00.

Funding Source: SHPS011SSAD-04603 To be executed by Purchase Order

Single Source Award To: Stanley Convergent Security Solutions

Price Justification: See attachment

Total Award: $89,958.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Quote and Previous Award

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

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

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eidson
CHAIRMAN

10/24/19
DATE

ACTION OF AWARDING AUTHORITY DATE: 10/24/19

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

FORM GD-113, Revised 12/2007

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  QWS3270X   11/7/2019  11:06 AM
FAML6350 V5.1              **    NW COJ FAMIS PRODUCTION      **     11/07/2019
LINK TO:                       ACCOUNT SUMMARY INQUIRY                  11:01 AM

FISCAL MO/YEAR  : 02 2020                                CURRENCY CODE :
INDEX CODE      : SHPS011SSAD   SUPPORT ADMINISTRATIVE/FLEET MANAGEMENT
SUBOBJECT       : 04603         REPAIRS AND MAINTENANCE
PROJECT         :
PROJECT DETAIL  :
GRANT           :
GRANT DETAIL    :
USER CODE       :
-------------------------------------------------------------------------------
S                                NOV  2019    ANNUAL BALANCE ALL YEARS BALANCE
  ESTIMATED REVENUES                   .00               .00               .00
  REVENUES                             .00               .00               .00
    UNREALIZED REVENUES                .00               .00               .00
  BUDGET                               .00        470,754.88        470,754.88
  EXPENDITURES                    4,252.40         13,980.66         13,980.66
  ENCUMBRANCES                   -4,752.40        285,837.72        285,837.72
  PRE-ENCUMBRANCES                1,040.00          3,540.00          3,540.00
    REMAINING BALANCE              -540.00        167,396.50        167,396.50
F1-HELP      F2-SELECT                 F4-PRIOR     F5-NEXT
                        F9-LINK        F10-PRIOR-MO F11-NEXT-MO
G014 - RECORD FOUND
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