4

SUBJECT: Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions

BID #: PSC-0392-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM JUNE 17, 2021 THROUGH JUNE 23, 2025, WITH ONE (1) YEAR RENEWAL OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award by $88,073.00 due to price increases on the Sourcewell Contract for Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions with SkyBase Communications, LLC., for the purchase of equipment and services to upgrade the current JFRD Satellite equipment at multiple COJ locations, in addition to purchase one (1) mobile unit for the Mayor's Office and twenty (20) portable Satellite phones for various locations and vehicles. The project includes equipment, installation services, warranty, spare parts kit, usage services, and training. Period of service will remain the same with three (3) years from date of contract execution. The revised total award expenditure not-to-exceed $731,754.00.

FUNDING SOURCE: 11415.194094.564270.010349.00000000.00000.0000000, to be executed by formal contract amendment #1 (City Contract # 70499-23) through the Office of General Counsel and process by purchase order(s). Project will utilize American Rescue Plan Act Funding.

ATTACHMENTS: Recommendation Memo; Vendor Quote; Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Wanyonyi Kendrick, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

CITY OF JACKSONVILLE

DATE: October 30, 2023

TO: Dustin L. Freeman, Chief of Procurement Division

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO

Wanyonyi Kendrick Digitally signed by Wanyonyi Kendrick Date: 2023.10.30 18:46:17 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi Digitally signed by Thomas Ossi Date: 2023.10.30 09:05:46 -04'00'

SUBJECT: **PSC-0392-23 Piggyback State of Minnesota Sourcewell Contract No. 042021-IAC with SkyBase Communications, LLC. for JFRD Satellite Upgrade Project**

The Information Technologies Division (ITD) in collaboration with JFRD requested a piggyback award to SkyBase Communications, LLC. to utilize Contract No. 042021-IAC - Public Safety Communications Technology and Hardware Solutions for the purchase of equipment and services to upgrade the current JFRD Satellite equipment at multiple COJ locations. The locations include Cecil Field, Haines Street Back-up EOC, Julia Street EOC, ED Ball Building, Police Memorial Building, and the St. James Building. In addition, COJ will purchase one (1) mobile unit for the Mayor's Office and twenty (20) portable Satellite phones for various locations and vehicles. The project includes equipment, installation services, warranty, spare parts kit, usage services, and training.

The Procurement Division approved the award on May 18, 2023, in the not-to-exceed amount of $643,681.00. ITD Management requests approval to increase this award due to price increases on the Sourcewell Contract. The new total not-to-exceed amount $731,754.00. This project will utilize American Rescue Plan Act Funding.

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

Tracy Geake Digitally signed by Tracy Geake Date: 2023.10.30 09:15:07 -04'00'

Funding Source: 11415.194094.564270.010349.00000000.00000.0000000

Your favorable consideration of ITD's request is appreciated.

Attachments: SkyBase Communications, LLC. Quote #120920-5574r5
State of Minnesota Sourcewell Contract # 042021-IAC
Approved COI

CC: William Costa, Technology Infrastructure Manager
Alex Ciprian, Radio Communications Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

SKYBASE COMMUNICATIONS
Satellite · Wireless · IP Solutions

2518 Cathay Court
Tallahassee, Florida 32308
Office: 850-383-8050 Fax: 850-383-8061

Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023
Quote #: 120920-5574r5

Customer: Contact:
Entity Name: City of Jacksonville
Address:

City, State, ZIP:
Email:

Sales Rep: BJ Forsman
Email: bj@skybasecommunications.com
Cell: 850-933-1015

Line Item	Qty	Part Number	Description	Unit Price	Extended Price	Delivery Notes
			BUCC - Cecil Field			
			Hardware			
1	1		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 27,469	
2	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Modem and Antenna Controller, 1 Back-Up UPS for Telephone Gateway and POE Network Router.Installation, Buildling Cable, Outside Termination/Connection Point, Telephone Patch Panels, Telephone Cabling at server room, CAT5/6 cabling install for WAPs as needed, and Antenna Mount.	$ 12,566	$ 12,566	
3	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
4	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
5	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
6	12		Monthly Voice Service - 1st Line	$ 35	$420	
7	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
8	1		Red Phone Network Hardware and Services			Included with Plan

Send Purchase Order to:
SkyBase Communications
PO Box 14229
Tallahassee, Florida 32317
Fax: 850-383-8061

Quotation valid for 30 Days.

SKYBASE COMMUNICATIONS
Satellite · Wireless · IP Solutions

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			Back-up EOC - Haines St.			
			Hardware			
9	1		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 27,469	
10	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Modem and Antenna Controller, 1 Back-Up UPS for Telephone Gateway and POE Network Router. Installation, Building Cable, Outside Termination/Connection Point, Pigtails for Antenna, CAT5/6 cabling install for WAPs as needed, and Antenna Mount.	$ 12,899	$ 12,899	
11	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
12	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
13	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
14	12		Monthly Voice Service - 1st Line	$ 35	$420	
15	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
16	1		Red Phone Network Hardware and Services			Included with Plan

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			Julia ST - JFRD HQ			
			Hardware			
17	2		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 54,938	
18	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Modem and Antenna Controller, 1 Back-Up UPS for Telephone Gateway and POE Network Router. Installation, Buildling Cable, Outside Termination/Connection Point, Pigtails for Antenna, CAT5/6 cabling install for WAPs as needed, NO Antenna Mounts (use existing at facility).	$ 22,023	$ 22,023	
19	2		One time provisioning fee - 1st Voice Line	$ 47	$ 94	
20	46		One time provisioning fee - Additional Lines	$ 12	$ 552	
			Service			
21	2		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$6,822	
22	24		Monthly Voice Service - 1st Line	$ 35	$840	
23	552		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 5,520	
24	1		Red Phone Network Hardware and Services			Included with Plan

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			Ed Ball Bldg			
			Hardware			
25	1		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 27,469	
26	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Modem and Antenna Controller, 1 Back-Up UPS for Telephone Gateway and POE Network Router. Installation, Buildling Cable, Outside Termination/Connection Point, Pigtails for Antenna, CAT5/6 cabling install for WAPs as needed, and Antenna Mount.	$ 17,916	$ 17,916	
27	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
28	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
29	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
30	12		Monthly Voice Service - 1st Line	$ 35	$420	
31	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
32	1		Red Phone Network Hardware and Services			Included with Plan

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			Police Memorial Bldg			
			Hardware			
33	1		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 27,469	
34	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Modem and Antenna Controller, 1 Back-Up UPS for Telephone Gateway and POE Network Router, Installation, Buildling Cable, Outside Termination/Connection Point, Pigtails for Antenna, CAT5/6 cabling install for WAPs as needed, and Antenna Mount.	$ 12,548	$ 12,548	
35	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
36	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
37	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
38	12		Monthly Voice Service - 1st Line	$ 35	$420	
39	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
40	1		Red Phone Network Hardware and Services			Included with Plan

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			Mayor's Office GO Unit			
			Hardware			
41	1		COTM Go Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna in rugged, transportable case • AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 32,206	$ 32,206	
42	1	SG	SkyVoice 24 Line Deployable Phone Router, PoE switch, 23 Analog Phones, 1 Analog Speaker Phone, Power Strip, 2 WiFi AP with Tripods, Soft sided Deployment Case for Electronics, Hard side case for Analog phones and Speaker phone, and 150ft CAT5 Cable Spool.	$ 6,896	$ 6,896	
43	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
44	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
45	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
46	12		Monthly Voice Service - 1st Line	$ 35	$420	
47	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
48	1		Red Phone Network Hardware and Services			Included with Plan

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PO Box 14229
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Office: 850-383-8050 Fax: 850-383-8061

Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			City Hall - St. James - Mayor's Off			
			Hardware			
49	1		COTM Bundle Comms on the move hardware and service bundle. Includes; • Kymeta U8 flat panel antenna with AC to DC power supply • LTE bonded gateway (3 LTE modems) with first year gateway care • 6 LTE antennas, 2 WiFi antennas and 1 GPS - Specific antenna types to do defined based on the customers use case • 100GB SuperGIG bucket - data transfer over all available networks including satellite and LTE, valid for either 12 months or until consumed, whichever occurs first Shipping and Installation not included	$ 27,469	$ 27,469	
50	1	SG	SkyVoice 24 Analog Line Telephone Gateway, 23 Standard Analog Telephones, 1 Analog Speaker Phone, 2 Wireless Access Points, Rackmount Network Router with POE, 1 Back-Up UPS for Satellite Modem, 1 Back-Up UPS for Telephone Gateway and POE Network Router. Installation, Building Cable, Outside Termination/Connection Point, Pigtails for Antenna, CAT5/6 cabling install for WAPs as needed, and Antenna Mount.	$ 15,308	$ 15,308	
51	1		One time provisioning fee - 1st Voice Line	$ 47	$ 47	
52	23		One time provisioning fee - Additional Lines	$ 12	$ 276	
			Service			
53	1		SuperGIG SuperGIG 100GB Plan - First Plan Included With Bundle (Cost Reflective of Plan Renewal) • Plan provides 100GB of data transfer over up to 6 cellular connections and a satellite connection • Data valid for 12 months or until consumed, whichever occurs first • Plan must be renewed at a minimum annually • SuperGIG may be refilled upon complete consumption of the 100GB or additional usage charges will apply, billed a $45/GB Note: If multiple plans are purchased for multiple assets, those plans can be pooled. Also, this plan includes satellite service, so a separate satellite service subscription isn't needed	$ 3,411	$3,411	
54	12		Monthly Voice Service - 1st Line	$ 35	$420	
55	276		Monthly Voice Service - 23 Additional Lines • SIP based DID with local area code • Includes 1000 minutes monthly of Nationwide Calling • Overages $0.02 minute	$ 10	$ 2,760	
56	1		Red Phone Network Hardware and Services			Included with Plan

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Quotation - Sourcewell Contract #042021-IAC

Date: 10/5/2023

			All SkyBand Sites			
57	8	SG	Bi-Annual Inspection/maintenance for TracStar antenna systems Includes Two site visits per year, testing of each comnponent of the system, and a report for each site visit with system performance and maintenance suggestions. A 10% discount on repair labor and parts will be applied to any repairs performed.	$ 750	$ 6,000	Multiple Antenna Discount Applied
			FloridaSatNet Phone/PTT Units			
			Hardware			
58	20	SG	FloridaSatNet with Go-Kit Units with 9575PTT Includes: FloridaSatNet Iridium PTT handset, Long Life Battery, AC Charger, DC Charger, Leather Case, Magnetic Mount Antenna with Adapter, all stored in a hard side Pelican case.	$ 2,112	$42,235	
			Service			
59	20	SG	Annual FloridaSatNet Service for Phone/PTT units includes: US Phone number, Push-To-Talk Unlimited use service, FloridaSatNet Interoperable Talk Group Connectivity, Phone Service billed @ $1.29 per minute used, $0.60 per outgoing SMS (Text).	$ 1,398	$ 27,953	
60	4	SG	Medium Private Talkgroup - Annual Service Talkgroup Management Fee - Waived One Time Activation Fee - Waived PTT Command Center Access - Included	$ 1,412	$ 5,647	
			Additional Items			
			3 Year Warranty on Hardware and Labor			
61	3	SG	Per Year Extended Warranty on Hardware and Labor for defects covered by the standard equipment manufacturer's warranty. Does not cover damage, neglect, service or related items. Warranty begins the date of installation and/or delivery of equipment.	$ 62,913	$ 188,739	
			Training			
62	1	SG	8 Hours In-Person Technical Training on SkyBand hardware, service, and troubleshooting for up to 10 students.	$ 1,725	$ 1,725	
63	1	SG	8 hours In-Person User Training on SkyBand hardware, service, and troubleshooting for up to 10	$ 1,725	$ 1,725	
			Spare Parts Kit for SkyBand Sites			
64	1	SG	Spare Parts Kit for SkyBand Sites - U8 BUC, U8 LNB, U8 power supply, U8 W61 Ethernet Cable, Wrenches, and Screwdrivers for dismounting and remounting components - all housed in a hard pelican style case.	$ 11,250	$ 11,250	
			TOTALS			
			Hardware Total		$ 375,464	
			Additional Items		$ 203,439	
			Service Total		$ 86,328	
			Quote Total		**$ 665,231**	

Send Purchase Order to:
SkyBase Communications
PO Box 14229
Tallahassee, Florida 32317
Fax: 850-383-8061

Quotation valid for 30 Days.

Earl Bacon Agency
INSURANCE • BONDS

September 20th, 2023

Attn: Tom Ossi
City of Jacksonville
Information Technologies Division
214 North Hogan Street, 9th Floor
Jacksonville, FL 32202

To whom it may concern:

I, Christian J. Doll, the Property & Causalty agent for Sky Base Communications, LLC a Florida Limited Liability Company affirm that I have personally reviewed the insurance requirements set forth in the Contract for Public Safety Communication Technology and Hardware Solutions for the Sourcewell Contract #042021-IAC. I, Christian J. Doll the agent, am capable to provide the coverages and limits of liability as required in the Sourcewell Contract #042021-IAC per the attached certificate.

Best,

Christian J. Doll

P. O. Box 12039 • Tallahassee, Florida 32317
Phone: (850) 878-2121 • Fax: (850) 877-6396 • www.earlbacon.com

APPROVED
By Kevin at 9:50 am, Sep 22, 2023

SKYBASE-01

CARLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Earl Bacon Agency, Inc.
Post Office Box 12039
Tallahassee, FL 32317

CONTACT NAME:
PHONE (A/C, No, Ext): (850) 878-2121 FAX (A/C, No): (850) 878-2128
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Depositors Insurance Company / AM Best Rating A+	42587
INSURER B :	Allied Insurance Company of America / AM Best Rating A+	10127
INSURER C :	Transportation Insurance Company / AM Best Rating A	20494
INSURER D :	Houston Casualty Company / AM Best Rating A++	42374
INSURER E :		
INSURER F :		

INSURED
Sky Base Communications, LLC
2518 Cathay Court
Tallahassee, FL 32308

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	ACP 013058702309	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYMENT PRAC	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	ACP 013058702309	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	X	ACP 013058702309	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7038545090	9/19/2023	9/19/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability	X		H23NGP2255880	5/17/2023	5/17/2024		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville it's members, Officals, Officers, employees and agents are listed as Additional Insured for the General Liability, Auto Liability, and Umbrella policies including a Waiver of Subrogation for General Liability, Auto Liability, and Umbrella. A 30 day notice of cancellation is provided to the City of Jacksonville. Coverage is Primary and Non-Contributory on General Libaility and Auto Liablity. All is provided when required by a written contract.
Re:Sourcewell Piggyback Contract #042021

CERTIFICATE HOLDER

City of Jacksonville
Information Technologies Division
214 North Hogan Street, 9th Floor
Attn: Tom Ossi
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

   If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage, the most we will pay is $10,000 per "occurrence".

B. Voluntary Property Damage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** coverage is extended to include the following:

   At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is $1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** 2. **Exclusions** Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph **(2) (a)** is replaced with:

(a) Less than 51 feet long; and

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** 2. **Exclusions** Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph **(2) (a)** is replaced with:

(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

   Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

   a. Paragraphs **(3), (5),** and **(6)** are deleted in their entirety.

   b. Paragraph **(4)** is deleted in its entirety and replaced with:

   (4) Personal property in the care custody, or control of the insured:

   (a) For storage or sale at premises you own, rent or occupy; or

   (b) While being transported by any aircraft, "auto", or watercraft owned or operated by or rented to or loaned to any insured.

   c. The coverage provided by this endorsement does not apply to "property damage":

   (1) Arising out of the disappearance or loss of use of personal property; or

   (2) Included in the "products-completed operations hazard"

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2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is $5,000.
3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.

   We will pay the deductible amount to effect settlement of any claim or "suit" and upon notification having been taken you shall promptly reimburse us for the deductible as has been paid by us.

   This insurance is primary to any expanded damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

E. Damage To Premises Rented To You

1. **Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

   If Damage To Premises Rented To You is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.
2. Under **Section III – Limits Of Insurance, Paragraph 6.** is replaced with:
   6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $1,000,000.
3. Under **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

   (ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b.** and **1.d.** are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **Section II – Who Is An Insured** Paragraph **3.a.** is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

4. Any person(s) or organization(s) described in Paragraphs **a.** – **d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

   The person or organization added as an insured by this endorsement is an insured only for liability due to:

   a. Lessors of Leased Equipment with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the lease expires.

   However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

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b. **Managers or Lessors of Premises** with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. **State or Political Subdivision – Permits Relating to Premises** with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

The ownership, maintenance, or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. **Owners, Lessees, or Contractors** with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications: or

(b) Supervisory, inspection, architectural, or engineering activities.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above the following is added to the **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement: or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide such additional insured.

I. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2**:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

J. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph **7.** is replaced with:

7. Subject to **5.** above, the higher of:
   a. $10,000; or
   b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

K. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer, or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim, or suit from the agent or employee.

f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

L. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition **6. Representations** the following paragraph is added:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

M. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

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N. Liberalization

Under **Section IV – Commercial General Liability Conditions,** the following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

O. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition **3.** "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** coverage is extended to include the following:

   If a customer's master or grand key, excluding electronic key card, is lost, damaged, or stolen while in your care, custody, or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is $10,000 per occurrence.

B. Voluntary Property Damage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** coverage is extended to include the following:

   At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is $1,500.

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions** Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph **(2) (a)** is replaced with:

(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

   Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

   a. Paragraphs **(3), (5),** and **(6)** are deleted in their entirety.

   b. Paragraph **(4)** is deleted in its entirety and replaced with:

      (4) Personal property in the care custody, or control of the insured:

      (a) For storage or sale at premises you own, rent, or occupy; or

      (b) While being transported by any aircraft, "auto", or watercraft owned or operated by or rented to or loaned to any insured.

   c. The coverage provided by this endorsement does not apply to "property damage":

      (1) Arising out of the disappearance or loss of use of personal property; or

      (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is $5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.

   We will pay the deductible amount to effect settlement of any claim or "suit" and upon notification having been taken you shall promptly reimburse us for the deductible as has been paid by us.

   This insurance is primary to any expanded damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

E. Damage To Premises Rented To You

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,** the last paragraph of **2. Exclusions** is replaced with:

   If Damage To Premises Rented To You is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III-Limits Of Insurance.**

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2. Under **Section III – Limits Of Insurance**, Paragraph **6.** is replaced with:

   6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

   (ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b.** and **1.d.** are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraphs **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

   The person or organization added as an insured by this endorsement is an insured only for liability due to:

   a. **Lessors of Leased Equipment** with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

      However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

   b. **Managers or Lessors of Premises** with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

      However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

   c. **State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

      (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

      (2) The construction, erection, or removal of elevators; or

      (3) If coverage provided to the additional insured is required by a contract or agreement the insurance afforded to

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such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. **Owners, Lessees, or Contractors** with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications: or

(b) Supervisory, inspection, architectural or engineering activities.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above the following is added to the **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. –d. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide such additional insured.

I. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2**:

The General Aggregate Limit under Section **III** Limits Of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.

J. **Knowledge Of An Occurrence**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

e. Knowledge of an occurrence, offense, claim, or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are

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a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.

f. The requirements in Paragraph **b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

K. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition **6. Representations** the following paragraph is added:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

L. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Condition, 8. Transfer Of Rights Of Recovery Against Others To Us,** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

M. Liberalization

Under **Section IV – Commercial General Liability Conditions,** the following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

N. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions,** Definition **3.** "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **CHANGES FOR TRAILERS AND FARM EQUIPMENT**

1. Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
   4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
   5. Farm wagons or farm implements while being towed by a covered "auto".

B. **CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES**

2. Paragraph B.2 of SECTION 1 – COVERED AUTOS is replaced by the following:
   2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
      a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
      b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

   The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is $100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. **BLANKET ADDITIONAL INSURED**

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II – LIABILITY COVERAGE of the Coverage Form

D. **REPLACED EXCLUSIONS**

The Expected or Intended Injury Exclusion IN SECTION II – LIABILITY COVERAGE is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

a. is of a different kind, quality or degree than initially expected or intended; or
b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. **ADDITIONAL EXCLUSIONS**

The following exclusions are added to SECTION II – LIABILITY COVERAGE:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
b. The negligent:
   1) Employment;
   2) Investigation;
   3) Supervision;
   4) Reporting to the proper authorities, or failure to so report; or
   5) Retention;

   of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

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Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

"Bodily injury":

a. Resulting from the providing or the failure to provide any medical or other professional services.

b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

F. **MOTOR HOME CONTENTS COVERAGE**

1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III – PHYSICAL DAMAGE:

Motor Home Contents

This insurance does not apply to:

a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

b. "Loss" to TV antennas, awnings or cabanas.

c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

G. **ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

H. **PHYSICAL DAMAGE LIMIT OF INSURANCE**

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

C. **Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   b. The cost of repairing or replacing the damaged or stolen property.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".

3. The cost of repairing or replacing may:

   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and

   b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

   Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.

I. **AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

1. You, if you are an individual

2. A partner, if you are a partnership;

3. An executive officer or the employee designated by you to give such notice if you are a corporation; or

4. A member, if you are a limited liability company.

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J. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTON IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

K. **AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

A. Changes In Liability Coverage

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

L. **EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES**

We will reimburse you up to $50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

All terms and conditions of this policy apply unless modified by this endorsement.

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regarding the appropriate response to an actual or suspected **Privacy Breach** or **Security Breach**. **Initial Breach Consultation Costs** will not be subject to a Deductible if **You** retain counsel pre-approved by the Company.

(50) **"Insured"** means:

(a) the **Named Insured**;

(b) any **Subsidiary** of the **Named Insured**, but only with respect to **Wrongful Acts** or **First Party Insured Events** that occur while a **Subsidiary** is under the **Named Insured's Managerial Control**;

(c) any past, present or future **Executive**, trustee, court-appointed receiver or **Employee** of the **Named Insured** or **Subsidiary**, but only while acting solely within the scope of his or her duties as such;

(d) if the **Named Insured** or **Subsidiary** is a partnership, limited liability partnership or limited liability company, any general or managing partner, principal, stockholder or owner thereof, but only while acting solely within the scope of his or her duties as such;

(e) any agent or independent contractor of the **Named Insured** or **Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured** or **Subsidiary**; and

(f) any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Policy, but only for the acts of a party described in paragraphs (a) through (e) above, and only if the written contract is executed prior to the date any **Wrongful Act** or **First Party Insured Event** occurs.

(51) **"Insured Computer System"** means:

(a) a **Computer System** that is owned and operated by **You**, or that is leased to **You** and operated by **You**; and any **Insured Telecommunications System**;

(b) in addition to paragraph (a) above, with respect to Security and Privacy Liability Coverage, Privacy Regulatory Defense and Penalties Coverage, PCI DSS Liability Coverage, Breach Event Costs Coverage and Cyber Extortion Coverage only, **Insured Computer System** also includes a **Computer System** operated by a **BPO Service Provider** or an **Outsourced IT Service Provider**, which is used to provide services to **You**, or for processing, maintaining, hosting or storing **Data** for **You**, pursuant to a written contract with **You** to provide such services; and

(c) in addition to paragraph (a) above, with respect to Bodily Injury Liability Coverage and Property Damage Liability Coverage only, **Insured Computer System** also includes **Business Equipment**, but only while owned and operated by **You**.

(52) **"Insured Location"** means, and is limited to, **Your** business premises, including the **Named Insured's** address stated in the Declarations of this Policy; any premises added by endorsement to this Policy; and any site at which operations are performed by **You** or by an **Insured** on **Your** behalf.

(53) **"Insured Telecommunications System"** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **You** and under **Your** direct operational control.

(54) **"Interruption Expenses"** means reasonable and necessary expenses, excluding **Special Expenses**, incurred by **You** to avoid or minimize the suspension of **Your** business as a result of a **System Failure**, which **You** would not have incurred in the absence of such **System Failure**, including, but not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, use of **Third Party** services or additional staff expenditures or labor costs. The amount of **Interruption Expenses** recoverable shall not exceed the amount by which the covered **Income Loss** is reduced by such incurred expenses.

(55) **"Managerial Control"** means:

(a) ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(b) having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(c) possessing at least fifty percent (50%) ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;

(d) being the exclusive sponsor, if the entity is a charitable trust or foundation; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US - FLORIDA

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF JACKSONVILLE	117 WEST DUVAL ST STE 335 JACKSONVILLE, FL 32202

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed by us or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

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SUBJECT: Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions

BID #: PSC-0392-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM JUNE 17, 2021 THROUGH JUNE 23, 2025, WITH ONE (1) YEAR RENEWAL OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to Piggyback State of Minnesota Sourcewell Contract # 042021-IAC – Public Safety Communications Technology and Hardware Solutions with SkyBase Communications, LLC., for the purchase of equipment and services to upgrade the current JFRD Satellite equipment at multiple COJ locations. This project will replace existing equipment and add a new Satellite Communications infrastructure consisting of portable phones at various COJ locations. The locations include Cecil Field, Haines Street Back-up EOC, Julia Street EOC, Ed Ball Building, Police Memorial Building, and the St. James Building. In addition, COJ will purchase one (1) mobile unit for the Mayor's Office and twenty (20) portable Satellite phones for various locations and vehicles. The project includes equipment, installation services, warranty, spare parts kit, usage services, and training. Period of service will be three (3) years from date of contract execution. The requested total expenditure not-to-exceed $643,681.00.

FUNDING SOURCE: 11415.194094.564270.010349.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Recommendation Memo; Risk Approval; Vendor Quote; Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA For DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/18/2023

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 5/18/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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