SINGLE SOURCE AWARD **BID # SS-0427-19**

Subject: Annual Maintenance for Acclaim and ATS Bridge Software

Department: Clerk of Courts

Description of Purchase: Recommend approval of single source award to Harris Local Government Solutions, Inc. to provide annual maintenance for Acclaim and ATS Bridge Software. Period of service is from April 1, 2019 through March 31, 2020. Total expenditure not to exceed $153,840.36.

Funding Source: To be funded and encumbered with state funds pursuant to F.S. 28.37(5) - 10% of all court-related fines collected by the clerk, except for penalties or fines distributed to counties or municipalities under s.316.0083 (1)(b)3 or s.318.18(15)(a), shall be deposited into the Clerk's Public Records Modernization Trust Fund to be used exclusively for additional clerk court-related operational needs and program enhancements.

Single Source Award To: Harris Local Government Solutions, Inc.

Price Justification: N/A

Total Award: $153,840.36 **Requisition**:

Attachments: Recommendation Memo, Single Source Form, Vendor Quote and Previous Award

Certification as to Single Source: Allison Luker, Chief Financial and Administrative Officer, Clerk of Circuit and County Courts

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

Analyst: Annette Burney

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 _____

Clerk of the Circuit & County Courts

DUVAL COUNTY
JACKSONVILLE, FLORIDA 32202

RONNIE FUSSELL
CLERK OF THE CIRCUIT AND COUNTY COURT

March 14, 2019

To: Gregory Pease, Chief of Procurement

Thru: Angel Van Sickle, Manager to the Clerk

From: Austin Eler, Senior Specialist to the Clerk

Subject: Sole Source Award - Coin, Currency & Document Systems Inc. Currency Recycler

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The Clerk of the Circuit and County Courts is requesting a sole source award Harris Local Government Solutions, Inc. to provide annual maintenance for Acclaim and ATS Bridge Software. Period of service is from April 1, 2019 through March 31, 2020. Total expenditure not to exceed $153,840.36.

To be funded and encumbered with state funding; the clerk's office will issue the purchase order.

Attached: Sole source request
Maintenance Invoice MN00011195
Previous year's award Bid SS-0420-18

501 West Adams Street, Suite 2350
Jacksonville, Florida 32202
Telephone: 904-255-2097 Facsimile: 904-255-2157

SINGLE SOURCE REQUEST

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

REQUESTING AGENCY (DEPT./DIVISION): Clerk of the Circuit and County Courts

FUNDING SOURCE: Internal Clerk Funding

BRIEF DESCRIPTION OF GOODS/SERVICES:
Acclaim and ATS Bridge Software Maintenance Renewal for the period of 4/1/2019 through 3/31/2019

AMOUNT OF PROJECT (attach quote): $153,840.36

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED(ATTACH QUOTE/PROPOSAL):
See attached renewal invoice MN00011195

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
Harris Local Government Solutions has provided the software and maintenance for the Clerk's Office, specifically Acclaim and ATS Bridge Software. This software and solution has been customized to fit the Clerk environment and needs. The maintenance will allow for prevention of downtime or errors from occurring.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
The Clerk's office asserts that Harris Local Government Solutions is the sole provider for coverage of annual maintenance renewals for their Acclaim and ATS Bridge Software implemented by the Clerk.

Submitted by: Austin Eler — Sr. Specialist - Purchasing
(Name) (Title)

Date: 3/13/2019

Requesting Agency's Director's Signature: Allison Fluker

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Remit To: Harris Local Government Solutions Inc.;
PO BOX 74008484
Chicago, IL 60674-8484

Invoice	MN00011195
Date	3/12/2019
Page	1 of 1

Ship To

DUVAL COUNTY CLERK OF THE CIRCUIT COURT
Purchasing
501 West Adams Street. Suite 2338
Jacksonville, FL 32202
USA

Bill to

DUVAL COUNTY CLERK OF THE CIRCUIT COURT
Purchasing
501 West Adams Street, Suite 2338
Jacksonville, FL 32202
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	DUV000		LOCAL DELIVERY	MN APR

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	APT-MN-ACCLAIM	Acclaim maintenance	US$128,750.00	US$128,750.00
1.00	HRS-APT-ATSSW	ATS Bridge Software	US$25,090.36	US$25,090.36

Invoice Questions? Please call Renata Stoochnoff at 613-226-5511 ext 2195 OR e-mail RStoochnoff@harriscomputer.com

Subtotal	US$153,840.36
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$153,840.36

SINGLE SOURCE AWARD **BID # SS-0420-18**

Subject: Annual Maintenance for OnCore and ATS Bridge Software

Department: Clerk of Courts

Description of Purchase: Recommend approval of single source award to Harris Local Government Solutions, Inc. to provide annual maintenance for OnCore and ATS Bridge Software. Period of service is from April 1, 2018 through March 31, 2019. Total expenditure not to exceed $149,359.57.

Funding Source: To be funded and encumbered with state funds pursuant to F.S. 28.37(5) - 10% of all court-related fines collected by the clerk, except for penalties or fines distributed to counties or municipalities under s.316.0083 (1)(b)3 or s.318.18(15)(a), shall be deposited into the Clerk's Public Records Modernization Trust Fund to be used exclusively for additional clerk court-related operational needs and program enhancements.

Single Source Award To: Harris Local Government Solutions, Inc.

Price Justification: N/A

Total Award: $149,359.57 **Requisition:** 211040

Attachments: Single Source Form and Vendor Quote

Certification as to Single Source: Allison Luker, Chief Financial and Administrative Officer, Clerk of Circuit and County Courts

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

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 3/08/18

ACTION OF AWARDING AUTHORITY **DATE:** 3/08/18

APPROVED **DISAPPROVED**

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

FORM GB-113, Revised 4/2017

SINGLE SOURCE AWARD **BID # SS-0491-17**

Subject: Annual Maintenance for OnCore and ATS Bridge Software

Department: Clerk of Courts

Description of Purchase: Recommend approval of single source award to Harris Local Government Solutions, Inc. to provide annual maintenance for OnCore and ATS Bridge Software. Period of service is from date of award through March 31, 2018. Total expenditure not to exceed $211,737.74.

Funding Source: To be funded and encumbered with state funds pursuant to F.S. 28.37(5) - 10% of all court-related fines collected by the clerk, except for penalties or fines distributed to counties or municipalities under s.316.0083 (1)(b)3 or s.318.18(15)(a), shall be deposited into the Clerk's Public Records Modernization Trust Fund to be used exclusively for additional clerk court-related operational needs and program enhancements.

Single Source Award To: Harris Local Government Solutions, Inc.

Price Justification: N/A

Total Award: $211,737.74 **Requisition:** 211040

Attachments: Single Source Form and Vendor Quote

Certification as to Single Source: Krystal Watson, Chief Administrative Officer, Clerk of Circuit and County Courts

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

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R Eibner
CHAIRMAN

5/11/17
DATE

ACTION OF AWARDING AUTHORITY **DATE:** 5/11/17

APPROVED _____ **DISAPPROVED** _____

OTHER _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 4/2017

HARRIS
RECORDING SOLUTIONS

Platform Upgrade Work Order Agreement

February 1, 2016
Contract Number BG-2016-DUV-001

Acclaim
Recording Done Right.

THIS AGREEMENT made as of the 1st day of February 2016, between the **Duval County, Florida Clerk of Courts Office** located at 501 West Adams Street, Jacksonville, FL 32202 ("Purchaser") and **Harris Local Government Solutions, Inc.**, through its unincorporated **Harris Recording Solutions** division, located at 851 Trafalgar Court Suite 160W, Maitland, FL 32751 ("Harris") confirms the purchase of the following licensed software products, customizations and / or services:

	Price
Acclaim License Fee	$575,000.00
Harris Software For Life Incentive	($575,000.00)
License Subtotal	$0.00

Description	Scope	Rate (hourly)	Fee*
System Installation in County Environment	24 hrs	$150.00	$0.00
Configuration	50 hrs	$150.00	$7,500.00
Data, Image & Financial Conversion	250 hrs	$175.00	$43,750.00
Process Mapping (site visit)	16 hrs	$150.00	$2,400.00
Training (site visit)	36 hrs	$150.00	$5,400.00
On-Site, Post go-live Support (site visit)	72 hrs	$150.00	$10,800.00
Professional Services	120 hrs	$175.00	$21,000.00

Project Investment Summary

		Price
Acclaim Licenses		$0.00
Professional Services Subtotal		$90,850.00
Best Customer Services Discount	*15% Savings*	*($13,627.50)*
Total		**$77,222.50**

Annual Maintenance	Price
Maintenance - On the date Acclaim goes live the OnCore Maintenance agreement will terminate. Harris Recording Solutions will issue a new Support & License Agreement for Acclaim which will begin on the date that Acclaim is moved into the County's production environment, ensuring no gap in maintenance coverage. Any payments received for OnCore Maintenance will be applied towards the Acclaim Support & License Agreement term on a prorated basis.	$125,000.00
Year 1	
Year 2	$128,750.00
Year 3	$132,612.50
Year 4	$136,590.88
Year 5	$140,688.60
Total 5 year Maintenance Investment	$663,641.98

All charges are exclusive of out of pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

AREEMENT TERMS AND CONDITIONS:

1. Definition

a. Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software Product Licenses"

2. Payment Terms & Fee Schedule:

Work Orders will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, and customizations as outlined above. Work Orders will not be processed until both of these two requirements are satisfied. The quote is subject to revision after 60 days or in the event the scope of the project is changed.

PROFESSIONAL SERVICES FEE SCHEDULE:

Item	Amount	Percentage	Invoiced
First Installment	$38,611.25	50%	At Contract Signing
Second Installment	$15,444.50	20%	At delivery of initial data conversion
Third Installment	$15,444.50	20%	At delivery of on-site training
Fourth Installment	$7,722.25	10%	At system go-live

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule:
The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion:

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical data conversion contains such information as:

Document:
Document Number (name differently based on state)
Instrument Number (name differently based on state)
Book (may not be available in all states)
Page (may not be available in all states)
Number of Pages (some time - used for validation)
Consideration - amount of deed or mortgages

Doc Legal:
Document Number (name differently based on state)
Legal description Or
Parsed Fields
Lot, Block, District, Unit, Additions, and similar

Doc Links: (related documents)
Document Number (name differently based on state)
Related Document Number (name differently based on state)

Names:
Document Number (name differently based on state)
Grantor (name differently based on source system)
Grantee (name differently based on source system)
Business/Person Flag (available in some software)

Images:
Document Number (name differently based on state)
Type (public or private)
Image Path or Image Blob (images can be stored at the file level in single or multiple page tiffs. Multiple page tiffs must be split into single pages. Blob in the source will need to be unloaded to disk and may need to be uploaded into Acclaim or OnCore)

Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only.

Data must be on a media formats readable by Aptitude Solutions. File layouts must include:

** Record size*	** Field length*	** Field starting and ending points*
** Field name*	** Field type*	** Data field description*

Record Counts listing total number of records for each core data types.

6. Maintenance and Support Fees:

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third party licenses or Harris services that may be necessary to perform a third party license upgrade. MSF also includes access to the Harris support hot line.

The initial annual maintenance fee will be billed on the first day Acclaim is in a production environment. Previously paid OnCore maintenance invoice which covers the year in which the platform upgrade occurs will be applied and first year of Acclaim Maintenance will be prorated (if applicable). Harris reserves the right to change maintenance and support fees from time to time. Subsequent years MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF will be monitored and will lead to denial of support, upgrade privileges and termination of Licenses. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s):

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of $175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Fifteen percent (15%) of any additional fees associated with customization services will automatically be added to the Purchaser's MSF.

8. Professional Services:

Additional professional services are available on-site or via the telephone. Telephone work is billed at $175.00 per hour. On-site work is billed at $1400.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a $350 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering. Additional services, if requested by the customer or if required due to project delays initiated by the customer, will be quoted for purchase prior to delivery.

9. Travel and Lodging Expenses:

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars ($50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred dollars ($100) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

10. Grant of License

Harris hereby grants Purchaser a_nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.

b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

c. Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product future product availability or functionality upon entering into the payment obligations under this Agreement

11. Performance by Customer

(a) Co-operation by Purchaser -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) Required Programs. The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

12. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third party manufacturer and Harris is reselling it to Customer. As such, Customer makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

13. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

14. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: Krystal Watson Title: Chief Administrative Officer
Allison Luker Chief Financial Officer

The following individuals are authorized to sign off on change orders on Harris's behalf:

Gregg Merlihan	Executive Vice President
Amir Haghighi	Vice President, Professional Services
Melinda Paradiso	Vice President, Client Service

15. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

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16. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Florida. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida in any dispute arising out of or related to this agreement.

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement. This quote is valid for 14 days from the date of delivery to the customer.

Duval County

By: Alison M Suber Date: 7/8/16

Title: Chief Financial Officer

Harris Recording Solutions

By: [signature] Date: 7/14/2016

Title: Executive Vice President